

BUSINESS INTERRUPTION SECTION

Only applicable if this Section is shown as operative in the Schedule

Memoranda

Definitions

NOTE 1: To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

NOTE 2: For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

Incident

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

or

Loss destruction of or damage to the Insureds books of account or other business books or records at the Premises in respect of any item on Accounts Receivable

Indemnity Period

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

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

Maximum Indemnity Period as stated in the Schedule

Uninsured Working Expenses as stated in

the Schedule

Gross Profit

The amount by which

- 1) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- 2) the sum of 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 (including work in progress) shall be arrived at in accordance with the Insureds usual accounting methods due provision being made for depreciation

Gross Revenue

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises less the amount of any Uninsured Working Expenses

Gross Rentals

The money paid or payable to the Insured for tenancies and other charges and for services rendered in the course of the Business at the Premises

Estimated Gross Profit

The amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased



multiple thereof where the Maximum Indemnity Period exceeds twelve months)

Estimated Gross Revenue

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

Estimated Gross Rentals

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

Accounts Receivable

The total amount of the balances debited to Customers in the Insureds accounts and declared in the statement last given under the provisions of the Premium Adjustment Clause after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to Customers accounts in the period between the date of said statement and the date of the Incident

Customers

All customers of the Insured who obtain goods or services from the Insured on a credit basis

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident

Annual Turnover

The Turnover during the twelve months immediately before the date of the Incident

Standard Turnover

The Turnover during the period in the twelve months immediately before the date of the Incident which corresponds with the Indemnity Period

Annual Gross Revenue

The Gross Revenue during the twelve months immediately before the date of the Incident

Standard Gross Revenue

The Gross Revenue during that period in the twelve months immediately before the date of the Incident which corresponds with the Indemnity Period

Annual Gross Rentals

The Gross Rentals during the twelve months immediately before the date of the Incident

Standard Gross Rentals

The Gross Rentals during that period in the twelve months immediately before the date of the Incident which corresponds with the Indemnity Period

to which such adjustments shall be made as 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 Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident

Basis of Loss Settlement

The undernoted terms of settlement apply only if the paragraph title appears in the Schedule to this Section

Gross Profit/Estimated Gross Profit

The insurance under this item is limited to loss of Gross Profit due to a) Reduction in Turnover and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be

- a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Incident
- b) in respect of Increase in Cost of Working: the additional expenditure (subject to the provisions of 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 in consequence of the Incident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Incident

provided that if the sum insured by the item on Gross Profit be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Gross Revenue/Estimated Gross Revenue

The insurance under this item is limited to (a) loss of Gross Revenue and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be

- a) in respect of loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Incident
- b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges or expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Incident

provided that if the sum insured by the item on Gross Revenue be less than the Annual Gross Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Additional Increased Cost of Working

The insurance under this item is limited to such further additional expenditure beyond that recoverable under paragraph (b) of any of the above items insured hereby as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Incident for the sole purpose of avoiding or diminishing a reduction in Turnover or Gross Revenue

Increase in Cost of Working

The insurance under this item is limited to Increased Cost of Working and the amount payable as indemnity thereunder shall be

The Additional Expenditure necessarily and reasonably incurred by the Insured in consequence of the Incident in order to prevent or minimise the interruption to the Business during the Indemnity Period provided that the Company shall not be liable for more than 50% of the sum insured during the first 3 months of the Indemnity Period and the balance in equal proportions monthly thereafter

Gross Rentals/Estimated Gross Rentals

The insurance under this item is limited to (a) loss of Gross Rentals and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be

- a) in respect of loss of Gross Rentals: the amount by which the Gross Rentals during the Indemnity Period shall fall short of the Standard Gross Rentals in consequence of the Incident
- b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Gross Rentals thereby avoided

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of Gross Rentals as may cease or be reduced in consequence of the Incident

provided that if the sum insured by the item on Gross Rentals be less than the Annual Gross Rentals (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve

months) the amount payable shall be proportionately reduced

Accounts Receivable

The insurance under this item is limited to (a) loss of Accounts Receivable and (b) Additional Expenditure and the amount payable as indemnity thereunder shall be

- a) in respect of loss of Accounts Receivable: the difference solely due to the Incident between the amount of the Accounts Receivable at the date of the Incident and the total amount received in payment of them during the twelve months after the Incident
- b) in respect of Additional Expenditure: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Accounts Receivable which but for that expenditure would have occurred in consequence of the Incident but not exceeding the amount which would otherwise have been payable under (a) above

provided that if at the time of the Incident the sum insured by this item be less than the total amount of the Accounts Receivable the amount payable shall be proportionately reduced

Clauses

Alternative Trading Clause

If during the Indemnity Period goods shall be sold accommodation provided or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insureds behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the Turnover Gross Revenue or Gross Rentals during the Indemnity Period

Automatic Reinstatement of Sum Insured

In the event of loss the sum insured by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by AXA Insurance or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from that date

Inflation Protection Clause

The Company will adjust the sum insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted sum insured

New Business Clause

For the purpose of any claim arising from an Incident occurring before the completion of the first years trading of the Business at the Premises the terms Rate of Gross Profit

Annual Turnover Standard Turnover Annual Gross Revenue Standard Gross Revenue Annual Gross Rentals and Standard Gross Rentals shall bear the following meanings and not as within stated -

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Incident

Annual Turnover

The proportional equivalent for a period of twelve months of the Turnover realised during the period between the commencement of the Business and the date of the Incident

Standard Turnover

The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement of the Business and the date of the Incident

Annual Gross Revenue

The proportional equivalent for a period of twelve months of the Gross Revenue realised during the period between the commencement of the Business and the date of the Incident

Standard Gross Revenue

The proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the commencement of the Business and the date of the Incident

Annual Gross Rentals

The proportional equivalent for a period of twelve months of the Gross Rentals realised during the period between the commencement of the Business and the date of the Incident

Standard Gross Rentals

The proportional equivalent for a period equal to the Indemnity Period of the Gross Rentals realised during the period between the commencement of the Business and the date of the Incident

to which such adjustments shall be made as 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 Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident

Payments on Account Clause

Payments on account may be made to the Insured monthly during the Indemnity Period if desired

Premium Adjustment Clause

- a) The premium paid hereon may be adjusted on receipt by AXA Insurance of a declaration of Gross Profit Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insureds auditors

If any incident shall have occurred giving rise to a claim for loss of Gross Profit Gross Revenue or Gross Rentals the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit Gross Revenue or Gross Rentals was reduced during the financial year solely in consequence of the Incident

If either declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the sum insured on Gross Profit Gross Revenue or Gross Rentals for the relative period of insurance the Company will allow a pro rata return of premium not exceeding 50% of the premium paid

N.B. Accountants may be substituted for Auditors in respect of companies exempt from credit requirements

- b) It is a condition precedent to liability where Accounts Receivable are insured by this Section that the Insured shall within thirty days of the end of each month deposit with AXA Insurance a signed statement showing the total amount of the balance in the Insureds accounts debited to Customers and remaining unpaid as at the end of the

said month In the event of the average amount of the said signed statements during any annual Period of Insurance being less than the sum insured by the item on Accounts Receivable a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such Period of Insurance will be made in respect of the difference

Prevention of Access Clause

Subject to the conditions of this Section loss resulting from interruption of or interference with the Business in consequence of loss destruction of or damage to property in the vicinity of the Premises loss or destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not (but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such services) shall be deemed to be an Incident

Professional Accountants Clause

Any particulars or details contained in the Insureds books of account or other business books or documents which may be required by the Company under part (b) of Special Condition 2 for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under part (b) of Special Condition 2 of this Section and reporting that such particulars or details are in accordance with the Insureds books of account or other business books or documents

provided that the sum of the amount payable under this Clause and the amount otherwise payable under the Section shall in no case exceed the liability of the Company as stated

Uninsured Working Expenses Clause

If any working expenses of the Business be not insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Working Expenses

Subrogation Waiver Clause

In the event of a claim arising under this section the Company agree to waive any rights remedies or relief to which they might have become entitled by subrogation against

- a) any Company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in the Companies Act or the Companies (NI) Order as appropriate current at the time of the Damage
- b) 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 the Companies (NI) Order as appropriate current at the time of the Damage

Exclusion Clauses

Terrorism Exclusion Clause

This Section does not cover Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition – Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of private house(s) or contents thereof insured in the name of an individual this Terrorism Exclusion applies to loss damage cost or expense caused by nuclear chemical or biological contamination resulting directly or indirectly from Terrorism

Date Recognition Exclusion Clause

This Section does not cover CONSEQUENTIAL LOSS directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret 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 capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude subsequent CONSEQUENTIAL LOSS not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by this Section

Special Conditions

1. Alterations

This Section shall be avoided if after the commencement of this insurance the Business be wound up or carried on by a liquidator or receiver or permanently discontinued

2. Claims Conditions

- a) In the event of any loss destruction or damage in consequence of which a claim is or may be made under this Section the Insured shall
- notify the Company immediately
 - deliver to the Company at the Insureds expense within 7 days of its happening full details of loss destruction or damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
 - with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
- b) In the event of a claim being made under this Section the Insured at their own expense shall
- (not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may allow) deliver to the Company in writing particulars of their claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting consequential loss

NB The words in brackets do not apply to any item on Accounts Receivable

- deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by the Company for the purpose of investigating or verifying the claim together with if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- c) If the terms of this condition have not been complied with
 - no claims under this Section shall be payable and
 - any payment on account of the claim already made shall be repaid to the Company forthwith

Special Clauses

Clauses 1-3 applicable only if the clause numbers are entered in the Schedule Clause 4 applicable only if referred to in the Schedule

1. Deposit Premium Clause

The first and annual premiums are provisional being 75% of the premiums payable at the commencement of the Period of Insurance with the balance of 25% to be paid within 6 months of the expiry of that period except that in respect of any item on Gross Profit Gross Revenue or Gross Rentals the premium paid shall be adjusted on receipt by AXA Insurance of a declaration of Gross Profit Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the year of insurance as reported by the Insureds auditors

NB Accountants may be substituted for Auditors in respect of companies exempt from audit requirements

If any Incident shall have occurred giving rise to a claim for loss of Gross Profit Gross Revenue or Gross Rentals the above mentioned declaration shall be increased by AXA Insurance for the purpose of premium adjustment by the amount by which the Gross Profit Gross Revenue or Gross Rentals was reduced during the financial year solely in consequence of the Incident

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months)

- a) is less than 75% of the sum insured on Gross Profit Gross Revenue or Gross Rentals for the relative period the Company will allow a pro rata return of premium not exceeding $33\frac{1}{3}$ % of the provisional premium paid

- b) is greater than 75% of the sum insured on Gross Profit Gross Revenue or Gross Rentals for the relative period the Insured shall pay a pro rata additional premium not exceeding $33\frac{1}{3}$ % of the provisional premium paid

In the event that no declaration is received within 6 months of the expiry of the Period of Insurance the balance of 25% shall be paid

Part A of the Premium Adjustment Clause is deleted

2. Declaration Linked Clause

- a) The Insured shall prior to each renewal furnish AXA Insurance with the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby for the financial year most nearly concurrent with the ensuing year of insurance
- b) The first and annual premiums in respect of each item on Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby are provisional and are based on the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals

The Insured shall provide AXA Insurance not later than six months after the expiry of each Period of Insurance with a declaration confirmed by the Insureds auditors of the Gross Profit Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the Period of Insurance

NB Accountants may be substituted for Auditors in respect of companies exempt from audit requirements

If any Incident shall have occurred giving rise to a claim for loss of Gross Profit Gross Revenue or Gross Rentals the above mentioned declaration shall be increased by the Company for the purpose of premium

adjustment by the amount by which the Gross Profit Gross Revenue or Gross Rentals was reduced during the financial year solely in consequence of the Incident

If the declaration (adjusted as provided above and proportionately increased where the Maximum Indemnity Period exceeds 12 months)

- (i) is less than the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby but not exceeding 50% of such premium
- (ii) is greater than the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby
- c) Notwithstanding proviso 2 in Indemnity Clause A the liability of the Company shall in no case exceed in respect of Gross Profit Gross Revenue or Gross Rentals 133 1/3% of the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals stated herein and in respect of each other item 100% of the sums insured by the said items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Company

Part A of the Premium Adjustment clause is deleted

3. Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Section

4. Long Term Agreement Clause

The discount shown in the Schedule is allowed off the net premiums on this Section in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that:-

- a) the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in Business

The above mentioned undertaking applies to any section or sections which may be issued by the Company in substitution for this Section and the same discount shall be allowed off the net premium on any substituted section or sections issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

The Cover - Specified Perils

Only applicable to Items as shown in the Schedule

Indemnity Clause A

(Applicable to all items other than any item on Accounts Receivable)

The Company agrees that if any building or other property used by the Insured at the Premises for the purpose of the Business be lost destroyed or damaged by any of the Perils detailed overleaf which are shown as in force in the Schedule and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference provided that

1. at the time of the happening of the loss destruction or damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such loss destruction or damage and that
 - i) payments shall have been made or liability admitted therefor
 - or
 - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the Company under this Section shall not exceed
 - i) in the whole the total sum insured or in respect of any item its sum insured at the time of the loss destruction or damage

- ii) the sum insured remaining after deduction for any other interruption or interference consequent upon loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such sum insured

adjusted in accordance with the Inflation Protection Clause if applicable

Indemnity Clause B

(Applicable to any item on Accounts Receivable)

The Company agrees that if any of the Insureds books of account or other business books or records at the Premises be so destroyed or damaged by any of the Perils detailed overleaf which are shown as in force in the Schedule as to render it impossible for the Insured to obtain from Customers all the sums due to them and outstanding at the date of the damage then the Company will pay to the Insured the amount they may be entitled to recover under the provisions of this Section provided the liability of the Company under this Section shall not exceed

- i) in the whole the total sum insured or in respect of any item its sum insured at the time of the loss destruction or damage
- ii) the sum insured remaining after deduction for any other claim under this Section consequent upon loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such sum insured

adjusted in accordance with the Inflation Protection Clause if applicable

Additional Definition

The words CONSEQUENTIAL LOSS in capital letters shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business

This Section incorporates the Schedule Memoranda and Endorsements which shall be read together as one contract Words and expressions to which a specific meaning is given in any part of this Section shall have the same meaning wherever they appear

Perils

- A FIRE but excluding CONSEQUENTIAL LOSS caused by
- a) explosion resulting from fire
 - b) earthquake or subterranean fire
 - c) i) its own spontaneous fermentation or heating or
 - ii) 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 boilers or economisers on the Premises
 - c) of gas used for domestic purposes only
- but excluding CONSEQUENTIAL LOSS caused by earthquake or subterranean fire
- B EXPLOSION excluding CONSEQUENTIAL LOSS
- a) caused by or consisting of the bursting of any vessel machine or apparatus (not being a boiler or economiser on

the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured

- b) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- C AIRCRAFT or other aerial devices or articles dropped therefrom excluding CONSEQUENTIAL LOSS by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- D RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKS or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding CONSEQUENTIAL LOSS
- a) arising from confiscation requisition or destruction by order of the government or any public authority
 - b) arising from cessation of work
 - c) arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- E RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or MALICIOUS PERSONS excluding CONSEQUENTIAL LOSS
- a) arising from confiscation requisition or destruction by order of the government or any public authority
 - b) arising from cessation of work
 - c) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation in respect of any building which is empty or not in use

- d) arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- F EARTHQUAKE
- G SUBTERRANEAN FIRE
- H STORM excluding CONSEQUENTIAL LOSS
 - a) caused by
 - i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
 - ii) inundation from the sea whether resulting from storm or otherwise
 - b) attributable solely to change in the water table level
 - c) caused by frost subsidence ground heave or landslip
 - d) in respect of movable property in the open fences and gates
- I STORM OR FLOOD excluding CONSEQUENTIAL LOSS
 - a) attributable solely to change in the water table level
 - b) caused by frost subsidence ground heave or landslip
 - c) in respect of movable property in the open fences and gates
- J ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE excluding CONSEQUENTIAL LOSS
 - a) caused by water discharged or leaking from any automatic sprinkler installation
 - b) in respect of any building which is empty or not in use
- K IMPACT by any road vehicle or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees
- L IMPACT by any road vehicle or animal
- M ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION in the Premises not caused by
 - a) freezing whilst the building insofar as it is in the Insureds ownership or tenancy is empty or not in use
 - b) explosion earthquake subterranean fire or heat caused by fire
- N FIRE only resulting from the property's own SPONTANEOUS FERMENTATION OR HEATING
- O THEFT or any attempt thereof involving entry to or exit from the Premises by forcible and violent means

EXCLUSIONS

This Section does not cover

1. CONSEQUENTIAL LOSS occasioned by

- a) riot or civil commotion unless these perils are specified in the Schedule and then only to the extent stated
- b) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

2. loss or destruction of or damage occasioned by or happening through or occasioning loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3. CONSEQUENTIAL LOSS in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- (i) civil commotion
- (ii) TERRORISM as defined in the Terrorism Exclusion Clause

In any action suit or other proceedings where the Company alleges that by reason of this definition any CONSEQUENTIAL LOSS is not covered by this Section the burden of proving that such CONSEQUENTIAL LOSS is covered shall be upon the Insured

4. 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 purposes of the Business not otherwise excluded caused by

- a) pollution or contamination at the Premises which itself results from a peril hereby insured against
- b) any peril hereby insured against which itself results from pollution or contamination

The Cover - All Risks

Only applicable to Items as shown in the Schedule

Indemnity Clause A

(Applicable to all items other than any item on Accounts Receivable)

The Company agrees that if any building or other property used by the Insured at the Premises for the purpose of the Business be accidentally lost destroyed or damaged and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference provided that

1. at the time of the happening of the loss destruction or damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such loss destruction or damage and that
 - i) payment shall have been made or liability admitted therefor
 - or
 - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the Company under this Section shall not exceed
 - i) in the whole the total sum insured or in respect of any item its sum insured at the time of the loss destruction or damage
 - ii) the sum insured remaining after deduction for any other interruption or interference consequent upon loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such sum insured

adjusted in accordance with the Inflation Protection Clause if applicable

Indemnity Clause B

(Applicable to any item on Accounts Receivable)

The Company agrees that if any of the Insureds books of account or other business books or records at the Premises be so destroyed or damaged as to render it impossible for the Insured to obtain from Customers all the sums due to them and outstanding at the date of the damage then the Company will pay to the Insured the amount they may be entitled to recover under the provisions of this Section provided the liability of the Company under this Section shall not exceed

- i) in the whole the total sum insured or in respect of any item its sum insured at the time of the loss destruction or damage
- ii) the sum insured remaining after deduction for any other claim under this Section consequent upon loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such sum insured

adjusted in accordance with the Inflation Protection Clause if applicable

Additional Definitions

1. The words CONSEQUENTIAL LOSS in capital letters shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business
2. The words Defined Peril shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

This Section incorporates the Schedule Memoranda and Endorsements which shall be read together as one contract Words and expressions to which a specific meaning is given in any part of this Section shall have the same meaning wherever they appear

Exclusions

This section does not cover

1. CONSEQUENTIAL LOSS caused by or consisting of
 - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - b) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
 - c) the bursting of any vessel machine or apparatus (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to or under the control of the Insured
 - d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded
2. CONSEQUENTIAL LOSS
 - a) caused by or consisting of corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - b) caused by or consisting of change in temperature colour flavour texture or finish
 - c) arising directly from theft or attempted theft
 - d) consisting of joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - e) consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
 - f) caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services

but this shall not exclude

 - i) such CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
 - ii) subsequent CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

3. 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 a Defined Peril
 - ii) a Defined Peril which itself results from pollution or contamination
4. CONSEQUENTIAL LOSS caused by or consisting of
 - a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - b) normal settlement or bedding down of new structures
 - c) acts of fraud or dishonestyCONSEQUENTIAL LOSS arising directly or indirectly from
 - d) disappearance unexplained or inventory shortage misfiling or misplacing of information
 - e) i) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons
 - ii) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a Defined Peril in so far as it is not otherwise excluded
5. loss resulting from destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking unless resulting from a Defined Peril in so far as it is not otherwise excluded
6. CONSEQUENTIAL LOSS in respect of moveable property in the open fences and gates caused by wind rain hail sleet snow flood or dust
7. CONSEQUENTIAL LOSS
 - a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
8. CONSEQUENTIAL LOSS
 - a) caused by freezing
 - b) caused by escape of water from any tank apparatus or pipe
 - c) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisationin respect of any building which is empty or not in use

9. CONSEQUENTIAL LOSS in respect of
- a) fixed glass
 - b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
 - c) computers or data processing equipment
 - d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - e) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - f) land roads pavements piers jetties bridges culverts or excavations
 - g) livestock growing crops or trees
- other than in respect of such CONSEQUENTIAL LOSS caused by a Defined Peril in so far as it is not otherwise excluded
10. CONSEQUENTIAL LOSS occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority
11. loss destruction or damage occasioned by or happening through or occasioning loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
12. CONSEQUENTIAL LOSS in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
- i) riot civil commotion and (except in respect of CONSEQUENTIAL LOSS by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
 - ii) TERRORISM as defined in the Terrorism Exclusion Clause
- In any action suit or other proceedings where the Company alleges that by reason of this definition any CONSEQUENTIAL LOSS is not covered by this Section the burden of proving that such CONSEQUENTIAL LOSS is covered shall be upon the Insured
13. CONSEQUENTIAL LOSS directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking in respect of any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not
- but this shall not exclude CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril save in respect of malicious persons other than thieves

For the purposes of this Section Exclusion the following Definitions apply

Definitions

- a) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

- b) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits and retrieves data

The above Exclusion is deemed to apply in addition to Section Exclusion 4 (e)