



HERBERT
SMITH
FREEHILLS



BUSINESS INTERRUPTION INSURANCE TEST CASE

PROPOSED REPRESENTATIVE SAMPLE OF POLICY WORDINGS

The following are the potentially applicable and relevant cover clauses, definitions, exclusions, trends clauses, and sub-limits of indemnity that are proposed to be tested by the test case.

In including exclusions or trends clauses, the FCA does not thereby accept that they are in fact applicable to any or all claims being considered. Each wording will need to be read in the context of the full policies.

The intention is that the asterisked policy will be the lead wording for the wording 'type', with the respective insurers being asked to agree that the other wordings listed under each type are materially identical (or otherwise explain why not).

MS AMLIN

MS AMLIN TYPE 1 OF 3

Policies

*ADA628-20190601 Commercial Combined (Instant Underwriting)

Disease clause

Section 6 – Business interruption – Optional

Additional cover – provided as standard

We will pay you for:

...

6. Notifiable disease, vermin, defective sanitary arrangements, murder and suicide

Consequential loss as a result of interruption of or interference with the **business** carried on by you at the **premises** following:

a) ... iii. any **notifiable disease** within a radius of twenty five miles of the **premises**;

The maximum we will pay for any one loss will not exceed **£100,000**.

Conditions

...

3. We will only be liable for the loss arising at those **premises** which are directly affected by the loss, discovery or accident.

Denial of access clause

We will pay you for:

1. Action of competent authorities

loss resulting from interruption or interference with the **business** following action by the police or other competent local, civil or military authority following a danger or disturbance in the vicinity of the **premises** where access will be prevented provided always that there will be no liability under this additional cover for loss resulting from interruption of the business during the first 24 hours of the **indemnity period**.

We will not pay more than **£50,000** under this additional cover for a period not exceeding 12 weeks.

Definitions

Consequential loss

Loss resulting from interruption of or interference with the **business** carried on by you at the **premises** in consequence of **damage** to property used by you at the **premises** for the purpose of the **business**.

Damage

Loss or destruction of or damage to the property insured as stated in the schedule and used by you in connection with the **business**.

Notifiable disease

Illness sustained by any person resulting from:

a)...

b) any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)) an outbreak of which the competent local authority has stipulated will be notified to them.

Trends clause

Standard turnover

The **turnover** during that period in the 12 months immediately before the date of the **damage** which corresponds with the **indemnity period** to which adjustments will be made as necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** had the **damage** not occurred, so that the figures adjusted represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**.

MS AMLIN TYPE 2 OF 3

Policies

ADA626-20190601 Leisure (Instant Underwriting)

ADA627-20191024 Office and surgery (Instant Underwriting)

*ADA672-20190601 Retail (Instant Underwriting)

Disease clause

We will pay you for:

6. Notifiable disease, vermin, defective sanitary arrangements, murder and suicide consequential loss following:

a) ... iii. any **notifiable disease** within a radius of twenty five miles of the **premises**;

...

We will only [be liable for] [pay for] the loss arising at those premises which are directly affected by the loss, discovery or accident.

(ADA627-20191024 Office and surgery (Instant Underwriting))

The maximum **we** will pay for any one loss is as specified in your **schedule** for a **maximum indemnity period** of 3 months

Denial of access clause

We will pay you for:

8. Prevention of access – non damage

your financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your business** caused by an incident within a one mile radius of **your premises** which results in a denial of access or hindrance in access to **your premises** during

the **period of insurance**, imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours.

(ADA626-20190601 Leisure (Instant Underwriting) and ADA672-20190601 Retail (Instant Underwriting))

We will not pay under this clause more than 5% of the sum Insured or **£250,000** whichever is the lesser for any one loss

(ADA627-20191024 Office and surgery (Instant Underwriting))

The maximum **we** will pay for any one loss is as specified in **your** schedule

Definitions

Consequential loss

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** following **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Damage

Loss or destruction of or damage to the property insured as stated in the schedule and used by **you** in connection with the **business**.

Notifiable disease

Illness sustained by any person resulting from:

a) ...

b) any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)) an outbreak of which the competent local authority has stipulated will be notified to them.

Trends clause

(ADA626-20190601 Leisure (Instant Underwriting), ADA672-20190601 Retail (Instant Underwriting))

Standard turnover

The **turnover** during that period in the 12 months immediately before the date of the **damage** which corresponds with the **indemnity period** to which adjustments will be made as necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** had the **damage** not occurred, so that the figures adjusted represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

(ADA627-20191024 Office and surgery (Instant Underwriting))

Income

The money paid or payable to **you** in relation to the **business** at the **premises** for services provided.

...

We will adjust the figures as necessary to provide for trends or special circumstances affecting the **business** before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

Claims - basis of settlement A – Loss of income

The insurance by this item is limited to loss of **income** due to:

- a) reduction in **income**; and
- b) increase in cost of working,

and the amount payable will be:

1. for reduction in **income**, the shortfall in actual **income** during the **indemnity period** compared to the **income we** assess **you** would have earned at the **premises** during the **indemnity period** had the **damage** not occurred;

... less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **income** as may cease or be reduced because of the **damage**.

...

For the purposes of 1. above:

a) **our** assessment of the **income you** would have earned but for the **damage** will be the actual **income** earned at the **premises** during the 12 months immediately before the **damage** that corresponds with the **indemnity period** and adjusted for trends of **your business** and any other factors wither [sic] before or after the **damage** that would have affected the **business** results;

MS AMLIN TYPE 3 OF 3

Policies

*ADA555-20191101 Forge Commercial Combined (with Eastlake & Beachell)

Denial of access clause

1) Prevention of access

Loss resulting from interruption of or interference with **your business** because of

a) ...

b) action by a competent public authority following threat or risk of **damage** or injury in the vicinity of the **premises** which will prevent or [sic] hinder use of the **premises** or access to them whether **your property** will be damaged or not is included but excluding

i) the first 6 hours of any interruption or interference; or

ii) any interruption or interference with **your business** because of outbreaks of either foot & mouth disease or avian flu.

Definitions

Damage

Loss, destruction or damage.

Trends clause

[Annual gross rentals] [Annual gross turnover] [Rate of gross profit] [Standard gross rentals] [Standard turnover]

to which such adjustments will be made as may be necessary to provide for the trend of the **business** and for the variations in, or special circumstances affecting, the **business**, either before or after **damage**, or which would have affected the **business** had **damage** not occurred, so that the figures thus adjusted will represent, as nearly as may reasonably be practicable, the results which, but for the **damage**, would have been obtained during the relevant period after **damage**.

ARCH

ARCH TYPE 1 OF 1

Policies

*OGI Commercial Combined

OGI Retailers

Powerplace (Offices & Surgeries)

Denial of access clause

Revenue Protection Insurance

Business Interruption Section

Clauses

We will also indemnify You in respect of reduction in Turnover and increase in cost of working as insured under this Section resulting from

[(7)][(8)] Government or Local Authority Action

Prevention of access to The Premises due to the actions or advice of a government or local authority due to an emergency which is likely to endanger life or property.

We will not indemnify You in respect of

[(1)][(a)] any incident lasting less than 12 hours

[(2)][(b)] any period other than the actual period when the access to The Premises was prevented

[(3)][(c)] a Notifiable Human Infectious or Contagious Disease as defined in the current relevant legislation occurring at The Premises

The maximum We will pay under this Clause is £25,000, or the Business Interruption Sum Insured or limit shown in the Schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance.

(OGI Commercial Combined)

The provisions of the Automatic Reinstatement Clause do not apply in respect of this Clause.

Definitions

Damage (OGI Commercial Combined)

Accidental loss or destruction of or damage to property used by You at The Premises for the purpose of The Business

Damage (OGI Retailers, Powerplace (Offices & Surgeries))

Accidental loss, destruction or damage

Notifiable Human Infectious or Contagious Disease

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever

Trends clause

(OGI Commercial Combined)

Rate of Gross Profit and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (i) affect The Business before or after the Damage
- (ii) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred

(OGI Retailers, Powerplace (Offices & Surgeries))

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred

ARGENTA

ARGENTA TYPE 1 OF 1

Policies

* Guest House and B&B policy v8 12.19, v7 05.19, v6 02.19, v5 12.18.

Holiday Home and Self Catering Accommodation policy v7 12.19, v6 05.19, v5 02.19, v4 12.18.

Disease clause

The **COMPANY** will also indemnify the **INSURED** as provided in The Insurance of this Section for such interruption as a result of

...

4. Defective Sanitation NOTIFIABLE HUMAN DISEASE Murder or Suicide

(a) ...

(d) any occurrence of a **NOTIFIABLE HUMAN DISEASE** within a radius of 25 miles of the **PREMISES**

Definitions

DAMAGE

Accidental loss damage or destruction

NOTIFIABLE HUMAN DISEASE

illness sustained by any person resulting from

(a) ...

(b) any human infectious or human contagious disease an outbreak of which the competent local authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition.

Exclusions

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

...

(i) for any amount in excess of £25,000...

(iii) for any loss arising from those **PREMISES** that are not directly affected by the occurrence discovery or accident

...

GENERAL EXCLUSIONS

These apply to all Sections of the Policy and all Endorsements and Extensions unless otherwise stated

The **COMPANY** will not be liable for

...

10. Micro-Organism Exclusion Clause

This insurance does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns

Trends clause

(Guest House and B&B policy v8 1219 and Guest House and B&B policy v7 0519)

BASIS OF SETTLEMENT

The **COMPANY** will pay as indemnity the amount of the loss sustained by the **INSURED** as follows

A) In respect of the reduction in **GROSS INCOME**

the amount by which the **GROSS INCOME** during the **INDEMNITY PERIOD** falls short of the **STANDARD GROSS INCOME** due to the **DAMAGE**

...

STANDARD GROSS INCOME

the **GROSS INCOME** during that period in the twelve months immediately before the date of the **DAMAGE** which corresponds with the **INDEMNITY PERIOD** to which such adjustments will be made as necessary to take account of the trend of the **BUSINESS** and of the variations in or other circumstances affecting the **BUSINESS** either before or after the **DAMAGE** or which would have affected the **BUSINESS** had the **DAMAGE** not occurred so that the figures thus adjusted will represent as nearly as may be practicable the results which but for the **DAMAGE** would have been obtained during the relative period after the **DAMAGE**

(Holiday Home and Self Catering Accommodation policy v7 1219)

BUSINESS INTERRUPTION INSURANCE SECTION

BASIS OF SETTLEMENT

The **COMPANY** will pay as indemnity the amount of the loss sustained by the **INSURED** as follows

A) In respect of the reduction in **ACCOMMODATION CHARGES**

the amount by which the **ACCOMMODATION CHARGES** during the **INDEMNITY PERIOD** falls short of the **STANDARD ACCOMMODATION CHARGES** in consequence of the **DAMAGE**

ACCOMMODATION CHARGES

the money paid or payable to the **INSURED** in the course of the **BUSINESS** less the net cost of consumable goods.

STANDARD ACCOMMODATION CHARGES

the **ACCOMMODATION CHARGES** during that period in the twelve months immediately before the date of the **DAMAGE** which corresponds with the **INDEMNITY PERIOD** to which such adjustments will be made as necessary to take account of the trend of the **BUSINESS** and of the variations in or other circumstances affecting the **BUSINESS** either before or after the **DAMAGE** or which would have affected the **BUSINESS** had the **DAMAGE** not occurred so that the figures thus adjusted will represent as nearly as may be practicable the results which but for the **DAMAGE** would have been obtained during the relative period after the **DAMAGE**

ECCLESIASTICAL

ECCLESIASTICAL TYPE 1 OF 1

Policies

Care (groupings)

PD3258 (ME871) Heritage Business and Leisure

Education (ME794)

Education (ME868)

*Nurseries (groupings)

ME866 Charity and Community

ME867 Faith and Community

PD3259 (ME872) Heritage Arts and Culture

ME857 Parish Plus

ME858 Parishguard

PD2513 Pound Gates Nursery

Denial of access clause

(all save Nurseries)

[The insurance [cover] [provided] by this section] [This section] is extended to cover loss resulting from interruption of or interference with [the **business** carried on by **you** at the **premises**] [your usual activities] as a result of the following

...

Prevention of access [– Non-damage]

Access to or use of the **premises** being prevented or hindered by...

[(a)][(b)] any action of government police or a local authority due to an emergency which could endanger human life or neighbouring property...

Excluding

[(i)/(ii)] [...] any restriction of use of less than 4 hours

[(ii)/(iii)] any period when access to the **premises** was not prevented or hindered

[(iii)/(iv)] closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements

[(iv)/(v)] ...

(Education (ME794), Education (ME868), ME866 Charity and Community, ME867 Faith and Community, ME857 Parish Plus).

Limit [in respect of (a) and (b)] £10,000 any one period of insurance

(PD2513 Pound Gates Nursery)

Limit £20,000 any one period of insurance

(ME871 Heritage Business and Leisure, ME872 Heritage Arts and Culture)

Limit £100,000 in the aggregate for all claims in any one period of insurance for (a)

(Care)

Our liability for any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule

(Nurseries)

The insurance by this section is extended to cover loss as insured hereunder directly resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of the following...

1 Prevention of access

Access to or use of the **premises** being prevented or hindered by

(a) ...

(b) any action of Government Police or Local Authority due to an emergency which could endanger human life or neighbouring property

Excluding

(i) any restriction of use of less than four hours

(ii) any period when access to the **premises** was not prevented or hindered

(iii) closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements or vermin or pests

Provided that **our** liability in respect of any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule

Definitions

(Care, Nurseries, ME858 Parishguard policy)

Damage means destruction or damage caused by any of the insured events

(ME857 Parish Plus)

Damage means destruction or damage

(Remaining policies)

Damage means unless stated otherwise in the schedule destruction or damage by any cause not specifically excluded under the Property damage section

Trends clause

(all save Nurseries, ME857 Parish Plus, ME858 Parishguard)

Adjusted

means adjusted as necessary to provide for the trend of the **business** and any other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred

(Nurseries)

[Annual Revenue] [Standard Revenue]

...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 **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

(ME857 Parish Plus, ME858 Parishguard)

[No trends clause]

HISCOX

HISCOX TYPE 1 OF 3

Policies

Professions BI - 16089 WD-PROF-UK-PYI

*Retail BI - 16105 WD-RET-UK-PYI

Venues BI - 16110 WD-VEN-UK-PYI

Technology BI - 16101 WD-TEC-UK-PYI

Not for Profit BI - 16097 WD-NFP-UK-PYI

Recruitment BI - 8671 WD-HSP-UK-JMBI

Recruitment BI - 16216 WD-REC-UK-PYI

Trades BI - 16107 WD-TRAD-UK-PYI

BI - OM (Jelf) - 8671 WD-HSP-UK-JMBI(3)

Disease clause

We will insure **you** for **your** financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your activities** caused by:

...

Public authority

[11.][12.][13.] **you** inability to use the **insured premises** due to restrictions imposed by a public authority during the **period of insurance** following:

a...

b. an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority;

Denial of access clause

We will insure **you** for **your** financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your activities** caused by:

Non-damage denial of access

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

Definitions (all policies except BI - OM (Jelf) - 8671 WD-HSP-UK-JMBI(3))

Insured damage

Damage, other than **failure**, to **property** occurring during the **period of insurance** provided that:

1. the **damage** is not otherwise excluded by the buildings, contents or other property section of this policy; and
2. payment has been made or liability admitted by the insurer under any insurance covering such **damage**.

Trends clause

(All except BI - OM (Jelf) - 8671 WD-HSP-UK-JMBI(3))

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

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

(BI - OM (Jelf) - 8671 WD-HSP-UK-JMBI(3) only)

For **your** loss of **income** or loss of **fees**, the **amount insured** will be automatically increased by 33% to reflect any special circumstances or business trends affecting **your activities**, either before or after the loss. The amount that **we** will pay will reflect as near as possible the result that would have been achieved if the **damage**, restriction, failure or **cyber attack** had not occurred.

Hiscox Type 2 of 3

Policies

- *Salon BI - 18680 WD-HSP-UK-QHB-PYI
- Sports and Leisure BI - 16258 WD-HSP-UK-FSLEG-PYI
- Showtime BI - 11492 WD-HSP-UK-HSH-PYI
- Professions BI - 6001 WD-PIP-UK-PYF(9)
- 15779 WD-HSP-UK-BG-PHAR-PYI(1)
- Office BI - 15410 WD-HSP-UK-MFL-PYF (1)
- Venues BI - 7103 WD-CCP-UK-PVB(2)
- Venues BI - 7103 WD-VEN-UK-PYZ (3)
- Charity BI - 9248 WD-CHR-UK-PYL(2)

Booksellers BI - 12578 WD-HSP-UK-BSBI(2)
Clinic and Surgery BI -16777 WD-HSP-UK-HFC-PYI(1)
Office BI - 11335 WD-HSP-UK-MPO-PYI(3)
Office BI (Package) - 7620 WD-PIP-UK-POP(3)
Property BI - 10199 WD-HSP-UK-INFBI(2)
BI -11905 WD-HSP-UK-TBO-BI(1)
Opticians BI - 9280 WD-HSP-UK-OPT-PYI(2)
Golf - BI - 9102 WD-HSP-UK-GPS-PYI(4)
Masonic halls BI - 10883 WD-HSP-UK-MASBI(1)
CSA - BI - 13500 WD-HSP-UK-CSA-PYI(1)
BI - OM - 13754 WD-HSP-UK-EAPYF(1)
Electrical contractors BI - 10117 WD-HSP-UK-JCS-PYI(9)

Disease clause

We will [also] insure **you** for **your** financial losses and any other items specified [under this section] in the schedule, resulting solely and directly from an interruption to **your business** caused by [the following]:

...

Public authority

[4.] [5.] [6.] [7.] **your** inability to use the **[office][salon][venue][business premises][insured location][hall]** due to restrictions imposed by a public authority [during the period of insurance] following:

a...

b. an occurrence of [a][any] **notifiable human disease**

Denial of access clause

(Sports, Recreation and Leisure BI)

We will insure you for your financial losses and other items specified in the schedule, resulting solely and directly from an interruption to your business caused by:

...

Non damage denial of access

3. an incident during the period of insurance within the vicinity of the business premises which results in a denial of or hindrance in access to the business premises imposed by the police or other statutory authority.

Definitions

notifiable human disease

Any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.

insured damage

Damage, other than **failure**,] [occurring during the **period of insurance**] to **property** provided that:

- a. the **damage** is not otherwise excluded by the [Buildings], [or] Contents [or] [other Property] [Technical and portable equipment] section of this **policy**; and
- b. payment has been made or liability admitted by the insurer under any insurance covering such **damage**.

(Showtime BI - 11492 WD-HSP-UK-HSH-PYI, Professions BI - 6001 WD-PIP-UK-PYF(9), Office BI - 15410 WD-HSP-UK-MFL-PYF (1), Venues BI - 7103 WD-VEN-UK-PYZ (3), Charity BI - 9248 WD-CHR-UK-PYL(2), Clinic and Surgery BI -16777 WD-HSP-UK-HFC-PYI(1), CSA - BI - 13500 WD-HSP-UK-CSA-PYI(1), BI - OM - 13754 WD-HSP-UK-EAPYF(1))

insured failure

Failure of **equipment, computers**, oil or water storage tanks and other insured items [occurring during the **period of insurance**] provided that:

- a. the **failure** is not otherwise excluded by the Equipment breakdown section of this **policy**; and
- b. payment has been made or liability admitted by **us** under the Equipment breakdown section of this **policy**.

[occurring during the period of insurance]

Trends clause

(Showtime BI - 11492 WD-HSP-UK-HSH-PYI, Professions BI - 6001 WD-PIP-UK-PYF(9), Office BI - 15410 WD-HSP-UK-MFL-PYF (1), Venues BI - 7103 WD-VEN-UK-PYZ (3), Charity BI - 9248 WD-CHR-UK-PYL(2), Clinic and Surgery BI -16777 WD-HSP-UK-HFC-PYI(1), CSA - BI - 13500 WD-HSP-UK-CSA-PYI(1), BI - OM - 13754 WD-HSP-UK-EAPYF(1))

The amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **[your business] [your activities]**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage, insured failure** or restriction had not occurred.

(Salon BI - 18680 WD-HSP-UK-QHB-PYI, Office BI (Package) - 7620 WD-PIP-UK-POP(3), Opticians BI - 9280 WD-HSP-UK-OPT-PYI(2), Property BI - 10199 WD-HSP-UK-INFBI(2), Office BI - 11335 WD-HSP-UK-MPO-PYI(3), BI -11905 WD-HSP-UK-TBO-BI(1), Masonic halls BI - 10883 WD-HSP-UK-MASBI(1), Booksellers BI - 12578 WD-HSP-UK-BSBI(2))

The amount **we** pay for loss of **income** [or loss of **gross profit**] will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage** or restriction had not occurred.

(Electrical contractors BI - 10117 WD-HSP-UK-JCS-PYI(9))

the amount **we** pay for loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in

order that the amount paid reflects as near as possible the result that would have been achieved if the **damage** or restriction had not occurred.

(Sports and Leisure BI - 16258 WD-HSP-UK-FSLEG-PYI, Venues BI - 7103 WD-VEN-UK-PYZ (3))

The amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage** had not occurred

(15779 WD-HSP-UK-BG-PHAR-PYI(1), Golf - BI - 9102 WD-HSP-UK-GPS-PYI(4))

The amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **damage** had not occurred.

HISCOX TYPE 3 OF 3

Policies

*Gunsmiths BI - 8006 WD-HSP-GUN-PYI

Cleaners BI - 8358 WD-UK-PIP-GCC-PYI

Media and entertainment BI - 9519 WD-HSP-UK-AEM-PBI(2)

Covernotes BI - 10272 WD-HSP-UK-MUS-PYI(2)

Disease clause

We will [also] insure **you** for **your** [financial losses and any other items specified under this section] [loss of **gross profit** up to the limit stated] in the schedule as applicable resulting solely and directly from an interruption to **your business** caused by the following:

Public authority

[6.] [d.] **your** inability to use the **business premises** due to restrictions imposed by a public authority following:

i...

ii an occurrence of any human infectious or human contagious disease an outbreak of which must be notified to the local authority;

Definitions

Insured damage

Damage to property provided that:

a. the **damage** is not otherwise excluded by the Buildings [or] Contents [or Tools and equipment] section of this policy; and

b. payment has been made or liability admitted by the insurer under any insurance covering such **damage**.

Trends clause

(Gunsmiths BI - 8006 WD-HSP-GUN-PYI, Covernotes BI - 10272 WD-HSP-UK-MUS-PYI(2))

The amount **we** pay for loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **damage** had not occurred

(Cleaners BI - 8358 WD-UK-PIP-GCC-PYI, Media and entertainment BI - 9519 WD-HSP-UK-AEM-PBI(2))

The amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage** or restriction had not occurred

QBE

QBE TYPE 1 OF 2

Policies

*PBCC040120 Business Combined

PBCC170619 Business Combined

POFF180120 Office

POFP040120 Office

Disease clause

[We will indemnify **you** for]:

[7.3.9] [8.2.5] [11.1.10] Murder, suicide or disease

[We shall indemnify **you** in respect of]

interruption of or interference with the **business** [as insured by this **section**] [arising from][caused by]:

a) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the **premises** or within a twenty five (25) mile radius of it;

...

The insurance by this clause shall only apply for the period beginning with the occurrence of the loss and ending not later than three (3) months thereafter during which the results of the **business** shall be affected in consequence of the **damage**.

Definitions

(PBCC040120 and PBCC170619)

Damage/Damaged

Damaged means:

...1 loss of, destruction of or damage to tangible property;

...2 in respect of the 'Public liability' **section** and the 'Products liability' **section** loss of use of tangible property that has been lost destroyed or damaged.

(POFF180120 Office)

Damage

Damage means:

17.10.1 In respect of **Section E** – Business interruption

a) loss of destruction of or damage caused by an insured peril as set in the Coverage-insured perils clauses of **Section A** Contents and **Section C** –Buildings

b) glass breakage;

17.10.2 in respect of **section I** loss of use of tangible property that has been lost destroyed or damaged.

17.10.3 In respect of all other **sections**, loss of destruction of or damage to tangible property;

(POFP040120 Office)

Damage / damaged

20.17.1 In respect of Business interruption **section**:

a) loss of destruction of or damage to tangible property caused by any cause not otherwise excluded by Property – Contents **section** and Property – Buildings **section**;

b) glass breakage;

20.17.2 in respect of Public and products liability **section**, loss of use of tangible property that has been lost destroyed or damaged.

20.17.3 In respect of all other **sections**, loss of destruction of or damage to tangible property.

Exclusion (PBCC170619 and PBCC040120 only)

Pollution exclusion

12 Property related exclusions

Where expressly stated, the exclusions under shall not exclude any subsequent **damage** resulting from any ensuing cause which is not otherwise excluded.

In addition to the 'General exclusions', the 'Property'; 'All risks – Specified business equipment'; 'Computer Breakdown'; 'Business interruption'; 'Terrorism'; 'Money'; 'Fidelity guarantee'; and 'Goods in transit' sections of this policy exclude:

...

12.14 Pollution

damage, or loss or interruption or interference caused by **pollution** or contamination but this exclusion shall not apply to **damage**, or loss or interruption or interference caused by:

a) **pollution** or contamination which itself results from a defined peril;

b) a defined peril which itself results from **pollution** or contamination;

and for the purpose of this exclusion, defined peril means fire, lightning, explosion, earthquake, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, **storm, flood, inundation of water**, escape of water or oil from any tank or pipe, sprinkler leakage, theft or impact by any vehicle or animal provided that such defined perils are not excluded under the 'Property' **section**.

23.77 Pollutant

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

23.78 Pollution

Pollution means:

23.78.1 the actual alleged or threatened discharge seepage migration dispersal release or escape of pollutants at any time;

23.78.2 any cost expense claim or suit arising out of any request demand or order as a result of actual alleged or threatened discharge seepage migration dispersal release or escape of pollutants at any time that you or any other insured party test for monitor clean up remove

contain treat detoxify or neutralise or in any way respond to or assess the effects of pollutants.

Trends clause

(PBCC170619 / PBCC040120)

23.117 Trend adjusted means adjustments will be made to figures as may be necessary to provide for the trend of the **business** and for variations in or circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred, so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**.

(POFF180120)

8.1.2 In adjusting the amount paid all variations or special circumstances before and after the **damage** affecting the **business** shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the **damage** had not occurred.

(POFP040120)

[The definitions of Standard gross fees and Standard gross revenue use the phrase 'trend adjusted', but that term is not defined]

QBE TYPE 2 OF 2

Policies

*PNML010119 NDML Nightclub and Late Night Venue Policy

PLSP010119 Leisure Combined Insurance (inc P.A.)

Disease clause

3 Insured section B - Business interruption

3.2 Additional business interruption costs and expenses

3.2.4 Infectious disease, murder or suicide, food or drink or poisoning

Loss resulting from interruption of or interference with the **business** in consequence of any of the following events:

a) ...

c) any occurrence of a **notifiable disease** within a radius of 25 [(twenty five)] miles of the **premises**;

provided that the

g) ...

h) **insurer** shall only be liable for loss arising at those **premises** which are directly subject to the incident;

i) **insurer's** maximum liability under this cover extension clause in respect of any one incident shall not exceed GBP100,000 or 15% of the total **sum insured** (or **limit of liability**)

for this **insured section B**, whichever is the lesser, any one claim and GBP250,000 any one **period of insurance**.

Definitions

Notifiable disease means illness sustained by any person resulting from:

....1 ...

...2 any human infectious or human contagious disease, an outbreak of which the competent local authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS), an AIDS related condition or avian influenza

Exclusions

4 Insured section A and B exclusions

The **insurer** is not liable under **insured sections A** and **B**, for the amount of the **excess** as stated in the **schedule** as applicable to each respective **insured section**.

In addition and subject to the amendment that clauses 4.1 - 4.10 shall not exclude any subsequent **damage** resulting from any ensuing cause which is not otherwise excluded, **insured sections A** and **B** exclude and do not cover **damage** or loss caused by or interruption or interference caused by **damage** resulting from:

...

4.19 Pollution

pollution or contamination except [damage][**damage**] to [property insured][**property insured**] by:

4.19.1 pollution or contamination which itself results from a defined peril;

4.19.2 a defined peril which itself results from pollution or contamination;

(and for the purpose of this exclusion defined peril means fire lightning explosion earthquake aircraft, other aerial device or satellite or articles dropped therefrom, riot civil commotion strikers locked out workers person taking part in labour disturbances malicious persons other than thieves storm flood escape of water or oil from any tank or pipe sprinkler leakage theft or impact by any vehicle or animal);

Trends clause

Trend adjusted means adjustments will be made to figures as may be necessary to provide for the trend of the **business** and for variations in or circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred, so that the figures thus adjusted will represent as nearly as may be reasonable practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**.

RSA

RSA TYPE 1 OF 4

Policies

* S00475G Cottagesure

Disease clause

Extensions to Cover

THIS INSURANCE ALSO COVERS

...

2 Disease, Murder, Suicide, Vermin and Pests

Loss as a result of

- A) closure or restrictions placed on the **Premises** as a result of a notifiable human disease manifesting itself at the **Premises** or within a radius of 25 miles of the **Premises**

Sub-limits

1. Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

2 Any amount of the loss that continues more than twelve months after the occurrence of the loss.

Exclusions

THIS INSURANCE ALSO DOES NOT COVER

3 Pollution and Contamination

Loss as a result of **Damage** caused by pollution or contamination but this shall not exclude loss resulting from **Damage** (not otherwise excluded) caused by

- A) pollution or contamination which itself results from any **Event** insured (other than Event 12)
- B) any **Event** insured (other than **Event** 12) which itself results from pollution or contamination.

RSA TYPE 2 OF 4

Policies

*GPUB/PW/06/17 Eaton Gate Super Facility Pubs and Restaurants

v27.6 APR18 Eaton Gate Super Facility Retail

Denial of access clause

Extensions

Cover provided by this [Sub-]Section is extended to include interruption or interference with the **Business**

What is covered

F [Prevention of Access -] Public Emergency

The actions or advice of a competent Public Authority due to an emergency likely to endanger life or property in the vicinity of the **Premises** which prevents or hinders the use or access to the **Premises**[.]

Definitions

Damage

Material loss destruction or [damage][**Damage**]

Exclusions

(GPUBPW0617 Eaton Gate Super Facility Pubs and Restaurants)

Any loss...

e) - as a result of the diseases specified in Extension A (a) – Diseases.

Any amount in excess of £10,000.

...

[Extension] **A. Disease**

The occurrence of

a) Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosy Leptospirosis Malaria Measles Meningococcal infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague Rabies Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Viral Hepatitis Whooping Cough or Yellow Fever sustained by any person at the **Premises**

...

Exclusions

Also refer to the Policy General Exclusions at the back of this Policy

The following additional Exclusions apply to this Section

We will not be liable for any claim in respect of...

Pollution and Contamination

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) **Damage** to the **Property** insured caused by:

- a) pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal
- b) any of the contingencies in (a) above which itself results from pollution or contamination

(v27.6 APR18 Eaton Gate Super Facility Retail)

Any loss...

a)...

e) As a result of infectious or contagious diseases any amount in excess of £10,000.

General Policy Exclusions

We will not be liable for any claim in respect of:

F. Pollution and Contamination (Applicable to Sections 1 2 4 5 7 and 9)

Damage or loss of **Gross Profit** caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the Property insured caused by:

- a) pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal
- b) any of the contingencies in (a) above which itself results from pollution or contamination

Trends clause

Adjustments

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken in to account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the Damage had not occurred[.]

RSA TYPE 3 OF 4

Policies

*v1.3 APR18 Eaton Gate Super Facility Commercial Combined

Disease clause

Extensions to Section 2 – Business Interruption

Cover provided by this section is extended to include;

...

vii. Infectious Diseases

We shall indemnify **You** in respect of interruption of or interference with the **Business** during the **Indemnity Period** following:

a. any:

i. ...

iii. occurrence of a Notifiable Disease within a radius of 25 miles of the Premises;

Additional Definition in respect of Notifiable Diseases

1. Notifiable Disease shall mean illness sustained by any person resulting from:

i. ...

ii. any human infectious or human contagious disease excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition an outbreak of which the competent local authority has stipulated shall be notified to them

...

2. For the purposes of this clause:

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident beginning:

i. in the case of a) and d) above with the date of the occurrence or discovery;

Premises shall mean only those locations stated in the **Premises** definition. In the event that the section includes an extension which deems loss destruction or **Damage** at other locations to be an **Incident** such extension shall not apply to this clause.

...

4. We shall only be liable for the loss arising at those **Premises** which are directly affected by the occurrence discovery or accident Maximum **Indemnity Period** shall mean 3 months

Definitions

Incident

a) Loss or destruction of or **Damage** to **Property** used by **You** at the **Premises** for the purpose of the **Business**; or

b) Loss destruction of or **Damage** to **Your** books of account or other **Business** books or records at the **Premises** in respect of Book Debts

Exclusion

L Applicable to all sections other than Section 5 – Employers' Liability and Section 6 – Public Liability

...

Contamination or Pollution Clause

a) The insurance by this Policy does not cover any loss or Damage due to contamination pollution soot deposition impairment with dust chemical precipitation adulteration poisoning impurity epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

Trends clause

Special provision applicable to this section: Under **Rate of Gross Profit, Annual Turnover, Standard Turnover, Annual Rent receivable, Standard Rent, Receivable Annual Gross Revenue and Standard Gross Revenue** 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**.

RSA TYPE 4 OF 4

Policies

*Marsh Material Damage and BI – Resilience

Jelf Material Damage and BI – Resilience

Disease clause

In consideration of the payment of premium or promise to pay the premium by the **Policyholder**, the **Insurer** agrees as follows:

2. BUSINESS INTERRUPTION

2.3 BUSINESS INTERRUPTION – SPECIFIED CAUSES

In the event of interruption or interference to the **Insured's Business** as a result of:

i...

viii. **Notifiable Diseases & Other Incidents**

a ...

d ... occurring within the **Vicinity** of an **Insured Location**,
during the **Period of Insurance**;

...

within the **Territorial Limits**, the **Insurer** agrees to pay the **Insured** the resulting **Business Interruption Loss**.

First denial of access clause

In consideration of the payment of premium or promise to pay the premium by the **Policyholder**, the **Insurer** agrees as follows:

2. BUSINESS INTERRUPTION

2.3 BUSINESS INTERRUPTION – SPECIFIED CAUSES

In the event of interruption or interference to the **Insured's Business** as a result of:

...

viii. Notifiable Diseases & Other Incidents

a...

d occurring within the **Vicinity** of an **Insured Location**,
during the **Period of Insurance**;

...

within the **Territorial Limits**, the **Insurer** agrees to pay the **Insured** the resulting **Business Interruption Loss**.

Second denial of access clause

In consideration of the payment of premium or promise to pay the premium by the **Policyholder**, the **Insurer** agrees as follows:

2. BUSINESS INTERRUPTION

2.3 BUSINESS INTERRUPTION – SPECIFIED CAUSES

In the event of interruption or interference to the **Insured's Business** as a result of:

i. ...

xii. **Prevention of Access – Non Damage** during the **Period of Insurance** where such interruption or interference is for more than eight (8) consecutive hours;

...

within the **Territorial Limits**, the **Insurer** agrees to pay the **Insured** the resulting **Business Interruption Loss**.

Definitions

Notifiable Diseases & Other Incidents means:

i. one of the following tabulated diseases and/or illnesses:

...

ii. any additional diseases notifiable under the Health Protection Regulations (2010), where a disease occurs and is subsequently classified under the Health Protection Regulations (2010) such disease will be deemed to be notifiable from its initial outbreak;

...

v. defective sanitation or any other enforced closure of an **Insured Location** by any governmental authority or agency or a competent local authority for health reasons or concerns.

...

Prevention of Access – Non-Damage means:

i...

ii. the actions or advice of the police, other law enforcement agency, military authority, governmental authority or agency in the **Vicinity** of the **Insured Locations**...

which prevents or hinders the use of or access to **Insured Locations** during the **Period of Insurance**.

...

Vicinity means an area surrounding or adjacent to an **Insured Location** in which events that occur within such area would be reasonably expected to have an impact on an **Insured** or the **Insured's Business**.

Trends clause

Business Interruption Loss means:

i. the **Reduction in Turnover**...

Reduction in Turnover means:

i. the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover**; LESS ...

Standard Turnover means the **Turnover** during that equivalent period before the date of any **Covered Event** which corresponds with the **Indemnity Period** to which adjustments have been made to take into account the trend of the **Insured's Business** and for variations in or other circumstances affecting the **Insured's Business** either before or after the **Covered Event** or which would have affected the **Insured's Business** had the **Covered Event** not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **Covered Event** would have been obtained during the **Indemnity Period**.

Covered Event means the events as described in Insuring Clause 2.1, 2.2 2.3 or 2.4. or any applicable **Extension**.

ZURICH

ZURICH TYPE 1 OF 2

Policies

*Endorsement POA3 to the Combined All Risks Policy ZCYP36

Denial of access clause

Section B1 Business Interruption 'All Risks'

In the event of any building or other property used by the Insured at the Premises for the purpose of the Business being accidentally lost, destroyed or damaged during the Period of Insurance and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Insurer will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference...

Extensions

Action of Competent Authorities

The insurance by this Section shall subject to all the Exclusions and Conditions of the Policy (except in so far as they may be hereby expressly varied) extend to include loss resulting from interruption of or interference with the Business in consequence [sic]

Action by the Police or other competent Local, Civil or Military Authority following a danger or disturbance in the vicinity of the Premises whereby access thereto shall be prevented provided there shall be no liability under this Extension for loss resulting from interruption of the Business during the first {%HOURS%} hours of the Indemnity Period.

For the purpose of this Extension:

- a) the limit is {%LIMIT%}
- b) the Maximum Indemnity Period is {%INDEMNITY%} months

Exclusions

Exclusions applicable to Sections A, B1 and B2:

Sections A, B1 and B2 do not cover:

...

4b) in respect of Section B1 and B2

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 hereby insured against which itself results from pollution or contamination
- iii) sudden, identifiable, unintended and unexpected pollution or contamination at the Premises which itself results from an occurrence other than a Defined Peril
- iv) an occurrence other than a Defined Peril which itself results from sudden, identifiable, unintended and unexpected pollution or contamination

subject to a total limit of liability in respect of a) iii) and iv) and b) iii) and iv) in any one Period of Insurance of £25,000

ZURICH TYPE 2 OF 2

Policies

Commercial combined – Sports, leisure and entertainment (Acturis) SME567

*Commercial combined - Wholesale and Retail (Acturis) SME561

Commercial Combined (Acturis) SME500

Denial of access clause

Sub-section B1 – Business interruption ‘all risks’

Cover

In the event of any **incident** occurring during the period of insurance and in consequence the **business** carried on by **you** at the **premises** being interrupted or interfered with then **we** will pay **you** in respect of each item in the schedule the amount of loss resulting from such interruption or interference.

Additional cover extensions applicable to Sub-section B1 – Business interruption ‘all risks’

Any loss as insured under this section resulting from interruption of or interference with the **business** in consequence of:

- a) **damage** at any situation or to any property shown below; or
- b) any of the under-noted contingencies

will be deemed to be an **incident**.

1. Action of competent authorities

Action by the police or other competent local, civil or military authority following a danger or disturbance in the vicinity of the **premises** whereby access thereto will be prevented provided there will be no liability under this section of this extension for loss resulting from interruption of the **business** during the first 3 hours of the **indemnity period**.

The **maximum indemnity period** is 12 months.

Exclusion clause

Exclusions applicable to Sections A and B

Sections A and B do not cover:

...

11. Pollution or contamination exclusion

...

- b) in respect of Sub-sections B1 and B2:

loss resulting from pollution or contamination but this will not exclude loss resulting from **damage** to property used by **you** 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** hereby insured against which itself results from pollution or contamination
- iii) sudden, identifiable, unintended and unexpected pollution or contamination at the **premises** which itself results from an occurrence other than a **defined peril**

iv) an occurrence other than a **defined peril** which itself results from sudden, identifiable, unintended and unexpected pollution or contamination subject to a total limit of liability in respect of a) iii) and iv) and b) iii) and iv) in any one period of insurance of £25,000

Trends clause

Basis of claim settlement

These terms of settlement only apply if the item title appears in **your** schedule.

Item 1 – On Gross profit or Estimated gross profit

The amount payable as indemnity under this item will 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** falls short of the **standard turnover** in consequence of the **incident**

...

Notes to the special definitions

In respect of the definitions of **annual research and development expenditure**, **standard gross revenue**, **insured amounts per week**, **standard fees** and **standard turnover** adjustments will 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** which would have affected the **business** had the **incident** not occurred so that the figures thus adjusted will 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**.