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).
**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;
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 of [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.
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, Legionsnairs Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophalmia 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.
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
(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]
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.] your 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.


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.

Trends clause


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.


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, Covemotes 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.
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 AID S 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**

*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 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[.]
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.
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
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.