



HERBERT  
SMITH  
FREEHILLS



**BUSINESS INTERRUPTION INSURANCE TEST CASE**

**REPRESENTATIVE SAMPLE OF POLICY WORDINGS**

**9 JUNE 2020**

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 headings used are not derived from the policies and are adopted for expedience only.

The intention is that the asterisked policy will be the lead wording for the wording 'type'. The lead policies have been selected as a vehicle for addressing general points that arise as well as the particular terms of the policy but that it will be open to both parties to address the relevance (if any) of any specific differences in wording between a lead policy and other policies of that insurer that have been selected for consideration.

## 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] [loss] [loss of Income] 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 12.19, v7 05.19, v6 02.19, v5 12.18).

#### **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 12.19, v6 05.19, v5 02.19, v4 12.18.)

### **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 TYPES 1.1 AND 1.2**

#### Policies: Type 1.1

PD3258 (ME871) Heritage Business and Leisure

Education (ME794)

Education (ME868)

ME866 Charity and Community

ME867 Faith and Community

ME869 Care

PD3259 (ME872) Heritage Arts and Culture

\*ME857 Parish Plus

ME858 Parishguard

PD2513 Pound Gates Nursery

#### Policies: Type 1.2

\*ME886 Nurseries

MGM602 Marsh School and College

### **Denial of access clause: Type 1.1**

[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][Government Police or 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] [four] 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)

(ME869 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

(ME858 Parishguard)

The maximum **we** will pay for any one event under this section of the policy is the limit of indemnity shown in the schedule.

### **Denial of access clause: Type 1.2**

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

(ME886 Nurseries)

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

(MGM602 Marsh School and College)

Provided that **our** liability in respect of any one occurrence shall not exceed £25,000 in respect of (c) and the sum insured by the items or any limit of liability shown in the schedule in respect of (a) or (b)



## Definitions

(ME869 Care, ME858 Parishguard)

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

(ME857 Parish Plus)

**Damage** means destruction or damage

(MGM602 Marsh School and College)

**Damage**

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

(ME886 Nurseries)

**Damage**

means as defined under '**Cover**' of this section

...

**Cover**

If any building or other property **used** by **you** at the *premises* specified in the schedule for the purpose of the *business* is destroyed or damaged during the period of insurance by any of the *insured events* (destruction or damage so caused being termed **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 ME886 Nurseries, ME857 Parish Plus, ME858 Parishguard)

**Adjusted**

means adjusted as necessary to provide for the trend of the *business* and any other circumstance[s] 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

(ME886 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**

(ME869 Care, ME857 Parish Plus, ME858 Parishguard)

### **1. Loss of income**

**We** will pay the difference between the **income you** would have received during the **indemnity period** if there had been no **damage** and the **income you** actually received during that period.

**We** will take the following into account in calculating the payment:

- (a) Any savings during the **indemnity period** from expenses payable out of **income** which stop or are reduced as a result of the **damage**;
- (b) Any **income you** earn from conducting **your** activities elsewhere during the **indemnity period**.

## HISCOX

### HISCOX TYPE 1 OF 4

#### 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, BI - OM (Jelf) - 8671 WD-HSP-UK-JMBI (3) (which are identical)

Recruitment BI - 16216 WD-REC-UK-PYI

Trades BI - 16107 WD-TRAD-UK-PYI

#### **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

### Insured damage<sup>1</sup>

**Damage**[, other than **failure**,]<sup>2</sup> 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 Recruitment BI - 8671 WD-HSP-UK-JMBI and 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.

(Recruitment BI - 8671 WD-HSP-UK-JMBI and 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.

---

<sup>1</sup> Where this term is not defined in the relevant BI wording, the definition is typically found in the Property Definitions section of the wording to which the relevant BI wording is appended.

<sup>2</sup> This wording is omitted for the definition of Insured damage as used in the Recruitment BI - 8671 WD-HSP-UK-JMBI and BI - OM (Jelf) - 8671 WD-HSP-UK-JMBI(3) wordings.

## HISCOX TYPE 2 OF 4

### Policies

\*Salon BI - 18680 WD-HSP-UK-QHB-PYI  
Sports and Leisure BI - 16258 WD-HSP-UK-GEOG-PYI(3)  
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)  
16725 WD-HSP-UK-GEO-PYZ(4) (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)  
Sport leisure BI - 11431 WD-HSP-PSS-PYI(10)  
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][your activities]** 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 and Leisure BI – 16258 WD-HSP-UK-GEO-PYI(3), Sport leisure BI – 11431 WD-HSP-PSS-PYI(10))

**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][your activities]** 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.

(16725 WD-HSP-UK-GEO-PYZ(4) (1), Venues BI - 7103 WD-CCP-UK-PVB(2), Venues BI - 7103 WD-VEN-UK-PYZ (3))

**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 [occurring during the **period of insurance**] within a one mile radius of [the **insured premises**] **[your venue]** which results in a denial of access or hindrance in access to [the **insured premises**] **[your venue]** [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;

## 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 [[B][b]uildings], [or] C[c]ontents [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), 16725 WD-HSP-UK-GEO-PYZ(4) (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 within 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), 16725 WD-HSP-UK-GEO-PYZ(4) (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, Sports and Leisure BI – 16258 WD-HSP-UK-GEOG-PYI(3), 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), Sport leisure BI - 11431 WD-HSP-PSS-PYI(10))

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** 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.

(Venues BI - 7103 WD-CCP-UK-PVB(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** 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 4

### Policies

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

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

Cricket Club BI - 14174 WD-HSP-UK-CC-PBI(3)

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 income] [loss of **gross profit** [and **additional expenses**] up to the limit stated] in the schedule [as applicable] resulting solely and directly from an interruption to [**your business**][**your activities**] caused by [the following]:

Public authority

[6.] [d.] **your** inability to use the [**business premises**][**insured premises**] due to restrictions imposed by a public authority [during the **period of insurance**] 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 [B][b]uildings [or] [C][c]ontents [or Tools and equipment][or 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**.

### 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, Cricket Club BI - 14174 WD-HSP-UK-CC-PBI(3), 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



## HISCOX TYPE 4 OF 4

### Policies

\* Retail BI-15299 WD-SR-UK-PYI(1)

Retail BI-15447 WD-HSP-UK-LFR-PYI(1)

Bowling Clubs 15480 WD-HSP-UK-LFB-PYI(1)

20155 WD-HSPX-UK-TIOFAD-PYI(1)

### **Disease clause**

(Retail BI-15299, Retail BI-15447, Bowling Clubs 15480)

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

Public authority

[7.][9.] **your** inability to use the **business premises** due to restrictions imposed by a public authority during the **period of insurance** following:

a. ...

b. an occurrence of a **notifiable human disease** within one mile of the **business premises**;

(20155 WD-HSPX-UK-TIOFAD-PYI(1))

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

9. **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, within one mile of the **insured premises**

### **Denial of access clause**

(Bowling Clubs 15480)

**We** will insure **you** for **your** financial losses and any 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 within a one mile radius of your **business premises** occurring during the **period of insurance** which results in a denial of access or hindrance in access to **your business premises**, imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours.

### **Definitions**

(Retail BI-15299, Retail BI-15447, Bowling Clubs 15480)

**Insured damage**

**Damage**, other than **failure**, to **property** provided that:

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

**Notifiable human disease**

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

**Trends clause**

(Retail BI-15299, Retail BI-15447)

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 **insured damage, insured failure, cyber-attack** or restriction had not occurred.

(Bowling Clubs 15480)

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, insured failure, loss of licence** or restriction had not occurred

(20155)

Provided that **you** advise **us** of **your** estimated annual **gross profit**, at the beginning of each **period of insurance**, the **amount insured** will automatically be increased to reflect any special circumstances or trends affecting **your business**, 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** or **insured failure** had not occurred.

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

## 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.

### **Exclusions**

#### **General Exclusions**

This policy does not cover the following.

...

9. This policy does not cover any liability caused by or arising out of **pollution** apart from that specified under Section 1 – Material damage, Section 6 - Business interruption, Section 4 – Specified all risks and Section 8 - Public/products liability.

...

#### **Section 6 – Business Interruption – Optional**

##### **Exclusions**

##### **1. Pollution and contamination**

**We** will not be liable for loss resulting from **pollution**. However, **we** will cover **consequential loss** caused by:

a) **pollution** which itself results from any cover insured (other than cover 10); or

b) any cover insured (other than cover 10) which itself results from **pollution**

provided it is not otherwise excluded.

...

##### **General Definitions**

...

##### **Pollution**

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring. This definition excludes pollution or contamination by asbestos.

### **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.

## **Exclusions**

### **Section A – Automatic Cover**

#### **Subsection 2 – Business interruption**

##### **What is not covered**

All exclusions stated under Sub-section 1 - Contents and stock (other than **consequential loss**) also apply to this sub-section.

...

### **Section A – Automatic Cover**

#### **Subsection 1 – Contents and stock**

##### **What is not covered**

**We** will not cover **you** for:

##### **8) Pollution and contamination**

damage caused by pollution.

However, **we** will cover **you** for **damage**, not otherwise excluded, to the **property insured** caused by:

a) **pollution** which results from an insured event;

b) an insured event which results from **pollution**.

...

## **General Definitions**

...

### **Pollution**

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring. This definition excludes pollution or contamination by asbestos.

## **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**.



## QBE

### QBE TYPE 1 OF 3

#### 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] [**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 3

#### 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**.

## QBE TYPE 3 OF 3

### Policies

\*PCCP010420 Commercial Combined Insurance Policy

### Disease clause

#### Section 3 – Business Interruption

...

#### 3.4 Extensions applicable to this section

The **insurer** shall indemnify the **insured** for the following, if shown as insured in the **schedule**:

#### 3.4.8 Notifiable disease, murder or suicide, food or drink poisoning

Loss resulting from interruption of or interference with the business as covered by this section in consequence of any of the following events:

a) ...

c) an occurrence of a notifiable disease within a radius of one (1) mile of the premises;

...

Provided that:

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

'Notifiable disease' means illness sustained by any person resulting from any diseases that may be notifiable under the Health Protection (Notification) Regulations 2010

### Definitions

#### 25 General Definitions and Interpretation

...

#### 25.23 Contamination

The unwanted presence of a substance, constituent, contaminant or impurity

...

#### 25.127 Pollutant

25.127.1 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;

25.127.2 For Directors' and Officers' Liability section, legionella bacteria are deemed not to be pollutants.

#### 25.128 Pollution

25.128.1 Discharge, seepage, migration, dispersal, release or escape of pollutants;

### Exclusions

#### 12 Property Related Exclusions (Applying to Section 2 to 11)

**Sections 2 to 11** (Property to Contract Works inclusive) exclude any **bodily injury, damage, claim, loss, liability, defence** costs or any other sums whatsoever arising out of or in respect of the following exclusions, except to the extent that it is stated expressly that an exclusion will not apply.

...

#### **12.11 Micro-organism risks**

Mould, mildew, fungus, spores, viral or bacterial pathogen or other microorganism of any type, nature, or description, including but not limited to any such substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is any:

- a) **damage to property insured** whether or not contributing concurrently or in any sequence;
- b) loss of use, occupancy, or functionality; or
- c) action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion does not apply to the insurance provided by the Notifiable disease, murder or suicide, food or drink poisoning clause under the Business Interruption **section**.

...

#### **12.14 Pollution or Contamination**

**Pollution or contamination**, including the cost of removing nullifying or cleaning-up seeping, polluting or contaminating substances.

This exclusion does not apply to the cover provided by the Property and Business Interruption **sections** in respect of:

- a) **pollution or contamination** which itself results from a defined peril;
- b) **damage**, or loss or interruption or interference caused by:
  - i) **pollution or contamination** which itself results from a defined peril;
  - ii) 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, **flood, storm**, escape of water from any tank or pipe sprinkler leakage, theft or impact by any vehicle or animal provided that cover for such defined perils is otherwise included under the Property **section**.

### **Trends clause**

#### **25 General Definitions and Interpretation**

...

##### **25.180 Trend adjusted**

Adjustments 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**.

## 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.

#### **Basis of Settlement and Trends clauses**

Gross Revenue – how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs

1 at the **Premises** to **Property** Insured by **You** for the purposes of the **Business**

2 ...

and causes interruption of or interference with **Your Business** at the **Premises**

**We** will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following

**1** in respect of **Gross Revenue**

the amount by which the **Gross Revenue** received during the **Indemnity Period** falls short of the Standard **Gross Revenue** as a result of the **Damage**

**2** in respect of Increased Cost of Working

the additional expenditure reasonably incurred in avoiding or minimising the **loss of Gross Revenue** which but for the expenditure would have taken place during the **Indemnity Period** but no more than the total of

A) the amount of the reduction in **Gross Revenue** thereby avoided plus

B) 5% of the **Gross Revenue** sum insured or £250,000 whichever is the less

## Definitions

...

### **Damage**

Accidental loss, destruction or damage.

### **Indemnity Period**

The maximum period from the date of the **Damage** for which **We** will pay any **loss of Gross Revenue** shown in the **Schedule**.

...

### **Loss of Gross Revenue**

The actual amount of the reduction in the **Gross Revenue** receivable by **You** during the **Indemnity Period** solely as a result of **Damage to Buildings**.



## RSA TYPES 2.1 AND 2.2 OF 4

### Policies

Type 2.1: GPUB/PW/06/17 Eaton Gate Super Facility Pubs and Restaurants

Type 2.2: 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: Type 2.1

Any loss...

b) during any period other than the actual period when access to the Premises was prevented...

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: Type 2.2

Any loss...

a)...

b) during any period other than the actual period when access to the Premises was prevented

...

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:

...

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; or

ii. ...

**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.

b) this exclusion does not apply if such loss or **Damage** arises out of one or more of the following Perils:

- Fire, Lightning, Explosion, Impact of Aircraft;
- Vehicle Impact Sonic Boom;
- Accidental Escape of Water from any tank apparatus or pipe Riot, Civil Commotion, Malicious Damage;
- Storm; Hail Flood Inundation Earthquake;
- Landslide **Subsidence** Pressure of Snow, Avalanche Volcanic Eruption;

[c)][a][bis]] If a Peril not excluded from this **Policy** arises directly from **Pollution and/or Contamination** any loss or **Damage** arising directly from that Peril shall be covered.

## 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**

**Business Interruption Loss** means:

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

**Covered Event** means the events described in Insuring Clause 2.1, 2.2[,] 2.3 or 2.4 ....

**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**.

**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**.

## ZURICH

### ZURICH TYPE 1 OF 2

#### Policies

\*Endorsement POA3 to the Combined All Risks Policy ZCYP36

**Denial of access clause** (as contained with a policyholder Schedule)

#### **EXTENSIONS**

##### Section B1

The Business Interruption cover is subject to the extensions shown below:

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss destruction or damage at the under-noted situations or to property as under-noted shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension(s) in respect of any one occurrence shall not exceed:

<sup>3</sup>[a] the percentage of:

- (i) 133.33% of the Estimated Gross Profit;
- (ii) the sum insured by all other items of this Section]

<sup>4</sup>[a] the percentage of the total of the sums insured by each item of this Section]

or

b) the amount

shown below against such situations or property as the limit.

#### **EXTENSIONS – CONTINUED**

##### **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 shall be prevented provided there shall be no liability under this Section of this Extension for loss resulting from interruption of the Business during the first [variable] hours of the Indemnity Period.

For the purpose of this Extension:

- a) the limit is [variable]%
- b) the Maximum Indemnity Period is [variable] months

**Exclusions** (as contained within the policy wording)

##### **Exclusions applicable to Sections A, B1 and B2:**

**Sections A, B1 and B2 do not cover:**

---

<sup>3</sup> Included if the policy is written on a Loss of Gross Profit basis.

<sup>4</sup> Included if the policy is written on an Increased Cost of Working basis.

...

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

**Trends clause** (as contained within a policyholder Schedule)

If the policy is written on a Loss of Gross Profit basis<sup>5</sup>

## **SPECIFICATION TO SECTION B1**

### **Item 1 – On Gross Profit**

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

a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Incident...

...

## **DEFINITIONS**

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

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

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

---

<sup>5</sup> Zurich has informed the FCA that if the cover is written on a Loss of Revenue basis, a trends clause on the same terms would be applied. Zurich has not provided the FCA with any examples to this effect and the FCA cannot confirm whether this is accurate.



If the policy is written on an Increased Cost of Working basis

**SPECIFICATION TO SECTION B1**

**Item 2 – On Increased Cost of Working**

The Insurance under this Item is limited to Increased Cost of Working and the amount payable as indemnity thereunder shall be the increase in expenditure reasonably incurred by the Insured during the Indemnity Period in order to minimise any interruption of or interference with the Business in consequence of the Incident.

[No trends language]

## ZURICH TYPE 2 OF 2

### Policies

\*Commercial combined - Manufacturing (Acturis) SME557

Commercial combined – Professional and Business Services (Acturis) SME563

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

Commercial combined - Wholesale and Retail (Acturis) SME561

Commercial Combined (Acturis) SME500

Contractors Combined SME555

### 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**.

(All policies save Contractors Combined SME555)

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

(Contractors Combined SME555 only)

The **maximum indemnity period** is 3 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**.