

Property - Business interruption (Venue)

Policy wording

Please read the schedule to see if your loss of income or loss of gross profit, increased costs of working or additional increased costs of working are covered.

The General terms, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Additional increased costs of working

The additional costs and expenses, not including the costs of **reconstitution of data**, reasonably incurred by **you** with **our** prior consent in order to continue **your business** or minimise **your** loss of **income** or **gross profit** during the **indemnity period** and not limited to the reduction in **income** or **gross profit** saved.

Alternative hire costs

The reasonable hire costs incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity either whilst **property** is being repaired or until permanently replaced, following **insured damage** or **insured failure**.

Annualised amount insured

The amount insured divided by the indemnity period multiplied by 12.

Gross profit

The difference between the sum of **your income**, closing stock and work in progress and the sum of **your** opening stock, work in progress and **uninsured working expenses**.

Income

The total income of the **business** carried out from **your venue**.

Increased costs of working

The costs and expenses necessarily and reasonably incurred by **you** for the sole purpose of minimising the reduction in **income** to **your business** during the **indemnity period**, but not exceeding the reduction in **income** saved.

Indemnity period

The period, in months, beginning at the date of the **insured damage** or **insured failure**, or the date the restriction is imposed, and lasting for the period during which **your income** is affected as a result of such **insured damage**, **insured failure** or restriction, but for no longer than the number of months shown in the schedule.

Insured damage

Damage, other than failure, to property provided that:

- the damage is not otherwise excluded by the Buildings, Contents or other Property section of this policy; and
- 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 provided that:

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

Rate of gross profit

The percentage produced by dividing **gross profit** by **your income** during the financial year immediately before any **insured damage**, **insured failure** or restriction.

Rent

Rent:

- a. for the venue that you must legally pay whilst the venue or any part of it is unusable as a result of insured damage, insured failure or restriction;
- b. that **you** cannot legally recover from **your** tenants whilst the **buildings** or any part are unusable as a result of **insured damage**, **insured failure** or restriction.

Uninsured working expenses

Purchases less discounts received, bad debts, **rent** and any other item described in the schedule.



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What is covered

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:

Financial losses from insured damage

- 1. insured damage to property:
 - insured under any Property section of this **policy**, other than Equipment breakdown;
 - insured elsewhere, but not under this **policy**, provided the **damage** occurred whilst the **property** was contained in the **venue**;

Denial of access

insured damage to property in the vicinity of the venue which prevents or hinders your access to the venue:

Bomb threat

3. your total inability to use the venue due to restrictions imposed by the police, An Garda Síochána, British Armed Forces or Irish Defence Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the venue during the period of insurance, provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage or failure is caused by the device;

Suppliers

4. **insured damage**, other than damage caused by **flood** or **earth movement**, arising at the premises of one of **your** suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;

Public utilities

failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the venue for more than 24 consecutive hours caused by insured damage, other than flood or earth movement, to any land based premises of the supply authority or the terminal feed to your venue, or underground pipes or underground cables conveying such services from the supply authority to your premises;

Public authority

- 6. your inability to use the venue due to restrictions imposed by a public authority during the period of insurance following:
 - a. a murder or suicide;
 - b. injury or illness of any person traceable to food or drink consumed on the **venue**;
 - c. defects in the drains or other sanitary arrangements;
 - d. vermin or pests at the venue;

Failure of safety equipment

7. accidental failure of a safety curtain, emergency lighting system or fire alarm system to operate at the **venue** during the **period if insurance** for more than 24 consecutive hours;

Loss of attraction

 insured damage to property in the vicinity of your venue resulting in a shortfall in your expected income or gross profit for more than seven consecutive days;

Equipment breakdown

9. insured failure.

What is not covered

- We will not make any payment for any interruption to your business directly or indirectly caused by, resulting from or in connection with terrorism. This does not apply to the cover under What is covered. Bomb threat.
- 2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount \mathbf{we} pay for each item will be calculated as follows:



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Loss of income the difference between **your** actual **income** during the **indemnity period** and the **income** it is

estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased**

costs of working and alternative hire costs;

Loss of gross profit the sum produced by applying the **rate of gross profit** to any reduction in **income** during the

indemnity period plus increased costs of working and alternative hire charges, less any

business expenses or charges which cease or are reduced;

Outstanding debts any of your outstanding debts which you are unable to recover following loss of your

accounting records as a direct result of insured damage or insured failure.

Accountant's charges The amount **we** will pay for loss of **income**, or loss of **gross profit** if applicable, includes the

reasonable charges you pay to your professional accountant for producing information we

require in support of a request for settlement under this section.

Under insurance If the **annualised amount insured** is less than 85% of **your** actual **income**, or **your** actual

gross profit if applicable, during the 12 months immediately preceding the date of the insured damage, insured failure or restriction, the amount we pay will be reduced in the same

proportion as the under insurance.

Business trends 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 or restriction had not occurred.

Special limits

Failure of safety equipment We will only pay for your loss of income or loss of gross profit for up to 72 consecutive hours

from the time of the failure.

Loss of attraction We will only pay for your financial losses or other items specified in the schedule for up to three

consecutive months from the time of the insured damage.

Your obligations

If any damage occurs We will not make any payment under this section unless you notify us promptly of any damage

or event which might prevent or hinder you from carrying on your business.

Property insurance Where the **damage** involves property **you** own or are legally responsible for, **we** will not make

any payment unless you have property insurance in force covering the damage and payment

has been made, or liability admitted, under that insurance for the damage.

Accounts records We will not make any payment for outstanding debts unless you keep a record of all amounts

owed to you and keep a copy of the record away from the venue.