

Competition Law Compliance:

This document has been produced by the ABI to assist members in their handling of a particular matter. Adoption by members of any terms, standards, guidance, recommendations or similar statement contained in this document is voluntary and entirely at the discretion of each individual member.

The following Guidance was introduced by the ABI and has not been updated to reflect the Competition Law Compliance statement above. It is entirely voluntary in nature and should be construed as such.

BUSINESS INTERRUPTION EXTENSION WORDINGS

SUB-SECTION 1 – EXTENSIONS (other than as provided for in Sub-Section 2)

Any loss as insured by (items nos of) this policy resulting from interruption of or interference with the Business in consequence of loss destruction or damage at the undernoted situations or to property as undernoted shall be deemed to be an Incident provided that after the application of all other terms conditions and provisions of the policy the liability under this memorandum in respect of any occurrence shall not exceed

- (a) the percentage of the total of the sums insured (or 133.3% of the Estimated Gross Profit by (item nos of) the policy or
- (b) the amount

shown below against such situations or property as the limit
(Here insert the appropriate wordings shown below including the limit required)

- Notes:**
1. If a lower limit of liability applies in respect of specific perils the wording must be amended.
 2. For “All Risks” policies add “accidental” before “loss” in line 2.
 3. For Standard Fire and Standard Fire and Special Perils policies on earlier versions on policy forms delete “loss” in line 2.
 4. Where “Gross Revenue” specification applies, substitute “Revenue” for “Profit” in (a)

SPECIFIC SUPPLIERS –

The premises (situate in Great Britain or Northern Ireland) of the following supplier(s) (situate):-

Note: This extension should not include public utilities, telecommunications services or customers.

UNSPECIFIED SUPPLIERS AND STORAGE SITES -

The premises of any (other) or the)
 Insured's suppliers manufacturers or)
 processors of components, goods or)
 materials but excluding the premises of) Limit
 any supply undertaking from which the)
 Insured obtains electricity gas or water or) but in no case
 telecommunications services) exceeding
 and) £
 premises not in the occupation of the)
 Insured, where property of the Insured is)
 stored all in Great Britain or Northern
 Ireland

Note: This extension should not include public utilities, telecommunication services or customers.

MOTOR VEHICLE MANUFACTURERS –

The premises of (and any manufacturer supplying them with components or materials⁰ all in Great Britain or Northern Ireland.

Note: This extension applies to the insurance of motor garage proprietors and motor traders.

PROPERTY STORED –

Property of the Insured whilst stored anywhere in Great Britain or Northern Ireland elsewhere than at premises in the occupation of the Insured.

PATTERNS, ETC –

Patterns, jigs, models, templets, moulds, dies, tools, plans, drawings and designs, the property of the Insured or held by them in trust for which they are responsible, whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises wholly or partly occupied by the Insured) or whilst in transit, all in Great Britain or Northern Ireland.

TRANSIT –

Property of the Insured whilst in transit in Great Britain or Northern Ireland.

Notes: 1 This extension should not apply to the insurances of:-
 (a) the business of any haulage contractor bus coach or taxi proprietor, private hirer furniture storer or remover

- (b) any other business where the turnover is dependent wholly or mainly on the operation of motor vehicles of any kind

The Motor Vehicles extension should be used for such businesses.

2 The wording should be amended if members do not wish to provide cover in respect of impact and accidental damage.

MOTOR VEHICLES –

Motor vehicles of the Insured in Great Britain or Northern Ireland elsewhere than at the premises in the occupation of the Insured.

Note: The wording should be amended if members do not wish to provide cover in respect of impact and accidental damage.

CONTRACT SITES –

Any situation in Great Britain or Northern Ireland not in the occupation of the Insured where the Insured is carrying out a contract.

PREVENTION OF ACCESS –

Property in the vicinity of the Premises, loss or destruction to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not, but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity, gas or water, or telecommunications services which prevents or hinders the supply of such services, to the Premises.

Note: Delete “loss or” in line 1 when used with earlier versions of the Standard Fire or Standard Fire and Special Perils policy forms.

PUBLIC UTILITIES –

Property at any	Limit
[generating station or sub-station of the public electricity supply undertaking]	
[land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith]	
[water works or pumping station of the public water supply undertaking]	

[land based premises of the public telecommunications
..... but
undertaking] in no case
exceeding
£.....
from which the Insured obtains (electricity) (gas) (water) or
(telecommunications services) all in Great Britain or Northern Ireland.

PROFESSIONAL INSURED – DOCUMENTS –

Documents belonging to or held in trust by the Insured whilst temporarily at premises not in the occupation of the Insured or whilst in transit, all in Great Britain or Northern Ireland.

SPECIFIED CUSTOMERS –

The premises (situate in Great Britain or Northern Ireland) of the following customer(s) (situate):-

UNSPECIFIED CUSTOMERS –

The premises of any (other) of the Insured's) Limit
.....)
customers situate in Great Britain or) but in no case
Northern Ireland) exceeding
£.....

Provided that for the purposes of this extension the term 'customers' means those companies, organisations or individuals with whom, at the time of the Incident, the Insured has contracts or trading relationships to supply goods or services.

Note: When used with earlier versions of policy forms substitute 'Damage' for 'Incident' in line 5.

Note: This wording is a wider alternative to the Public Utilities extension.

Any loss as insured by (items nos of) this policy resulting from interruption of or interference with the Business in consequence of the Contingencies specified below shall be deemed to be an Incident provided that after the application of all other terms conditions and provisions of the policy the liability under this memorandum in respect of any one occurrence shall not exceed –
(a) the percentage of the total of the sums insured (or 133.3% of the Estimated Gross Profit) by (items nos of) the policy
or
(b) the amount
shown below against such Contingencies as the limit

The Contingencies

Limit

- 2) Loss resulting from loss destruction or damage occasioned by war
invasion
act of foreign enemy hostilities (whether war be declared or not) civil
war
rebellion revolution insurrection military or usurped power
nationalisation
confiscation requisition seizure or destruction by the government or
any
public authority
- 3) Loss resulting from loss destruction or damage occasioned by or
happening
through or occasioning loss or destruction of or damage to any
property
whatsoever or any loss or expense whatsoever resulting or arising
therefrom
or any consequential loss directly or indirectly caused by or
contributed to by
or arising from –
i) ionising radiations or contamination by radioactivity from any
nuclear fuel or from any nuclear waste from the combustion of
nuclear fuel
ii) the radioactive toxic explosive or other hazardous properties of
any explosive nuclear assembly or nuclear component thereof
- 4) Loss resulting from loss destruction or damage in Northern Ireland
occasioned by or happening through –
i) riot civil commotion and (except in respect of loss destruction
or damage by fire or explosion) strikers locked-out workers or
persons taking part in labour disturbances or malicious persons
ii) any unlawful wanton or malicious act committed maliciously by
a person or persons acting on behalf of or in connection with
any unlawful association
For the purpose of this exclusion –
“unlawful association” means any organisation which is engaged in
terrorism and includes an organisation which at any relevant time is a
proscribed organisation within the meaning of the Northern Ireland
(Emergency Provisions) Act, 1973
“terrorism” means the use of violence for political ends and includes
any use of violence for the purpose of putting the public or any section
of the public in fear
In any action suit or other proceedings where the Insurer alleges that
by reason of the provisions of this exclusion any loss resulting from
such loss destruction or damage is not covered by this policy the
burden of proving that such loss is covered shall be upon the Insured

Except as expressly varied hereby, the insurance by this extension is subject to all the terms and conditions of the policy.

- Notes**
1. **Gross Revenue**
Where 'Gross Revenue' specification applies, substitute 'Revenue' for 'Profit' in (a).
- Limit**
2. **Failure of Telecommunications**
If cover in respect of satellites is not required amend wording as follows:
i) substitute [the public supply of telecommunications services (other than satellite services) at the incoming line terminals or receivers at the Premises] ...
but
in no case exceeding
£
ii) amend the first two lines of Excluded Cause 1) to read -
"Loss resulting from failure caused by"
And delete b) c) and d)
 3. **Time / Monetary Excess**
If a time excess is required the wording should be suitably amended.
Similar action should be taken where a monetary excess is required in addition to or substitution for a time excess.
 4. **Deliberate Act Exclusion**
Excluded Cause 1a) i) may be qualified by adding –
"not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system."
 5. **Standard Exclusion**
Excluded Causes 2), 3) and 4) are wider in application than those applying in the recommended Standard Business Interruption policies.