

Business Interruption Wording – Extra Expense

Policy Number :

In consideration of the premium paid, and subject to the exclusions, conditions and limitations of the Policy to which this Extension is attached, and also to the following ADDITIONAL CONDITIONS, EXCLUSIONS AND LIMITATIONS, this Policy is extended to cover the Extra Expense necessarily incurred by the Assured in order to continue as nearly as practicable the Normal conduct of the Assured's business following loss caused by direct physical loss or damage by a peril, as covered by the Policy to which this Extension is attached, to Property Insured by this Policy.

DEFINITIONS OF EXTRA EXPENSE

Extra Expense means the excess (if any) of the total cost during the period of restoration chargeable to the conduct of the Assured's business over and above the total cost that would normally have been incurred to conduct the Assured's business during the same period had no loss or damage occurred.

The term Extra Expense includes the reasonable extra cost of temporary repair or of expediting the repair or replacement of such damaged property of the Assured, including overtime and the extra cost of express or other rapid means of transportation and shall also include the cost incurred in obtaining property for temporary use during the period of restoration necessarily required for the conduct of the Assured's business.

The period of restoration shall be limited to the time required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such damaged or destroyed property, commencing with the date of the direct physical loss or physical damage (or such later date as may be applicable hereto) and not limited by the expiration date of this Policy.

LIMITATIONS

Underwriters shall not be liable for more than the smaller of either:

a) any specific Extra Expense Sum Insured stated in the Schedule,

or

b) the combined Sum Insured stated in the Schedule, where such includes Extra Expenses

in respect of any one Occurrence regardless of the number of locations suffering Extra Expense.

DEDUCTIBLE

Each Occurrence shall be adjusted separately and from the amount of each such adjusted loss the amount of the loss sustained during the first 30 days of time required for the period of restoration shall be deducted.

CONDITIONS

1. DIRECT DAMAGE

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of direct physical loss or physical damage by a peril to Property Insured under the Policy to which this Extension is attached and which gave rise to Extra Expense.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a deductible in said Policy which excludes liability for losses below a specified amount.

2. RESUMPTION OF OPERATIONS

The Assured shall as soon as reasonably practicable resume normal operation of the business and shall dispense with such Extra Expense.

EXCLUSIONS

This Extension DOES NOT cover:

1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation.
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order.
3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any Property Insured hereunder.
4. loss of Earnings or any other consequential loss.