

Crisis Solution

Business Interruption Endorsement

(All perils)

Schedule:

Limit	of	Lia	bil	lity

Limits of Liability in respect of **Business Interruption** cover are in addition to the main Policy limits:

USD [] per work day, USD [] per **Insured Event** and USD [] in the aggregate per **Policy Period.**

Sub-limit of liability in respect of **Business Interruption Loss** arising out of or in connection with any computer virus: USD [] per work day and USD [] in the aggregate per **Policy Period**.

Fees and expenses of the Investigating Accountants: UNLIMITED

Fees and expenses of the **Response Consultants**: UNLIMITED

Franchise Period: 6 hours

Indemnity Period: 120 consecutive days commencing at the time of the **Insured Event**; sublimited to 10 days in respect of **Business Interruption Loss** arising out of or in connection with any computer virus.

Investigating Accountants: to be agreed at time of the loss.

In consideration of the premium charged and subject to all Policy terms, conditions and exclusions, the Policy shall be extended to include **Business Interruption** cover as specified below:

1. For the purposes of this Endorsement only, Section 1 -- **INSURANCE COVERS** is extended to include:

- Business Interruption Loss;
- Response Consultants; and/or
- Investigating Accountants' fees and expenses,

as a direct result of an Insured Event occurring during the Policy Period.

2. For the purposes of this Endorsement only, Section 2 – **DEFINITIONS** is amended and extended as follows:

Business Interruption means the closure of all or part of the Insured's premises, directly resulting from the occurrence of an Insured Event during the Policy Period.

Business Interruption Loss means gross profits lost plus payroll expenses, taxes, interest, rents and other operating expenses unavoidably incurred by the **Policyholder** as a direct result of a **Business Interruption** up to but not exceeding the Indemnity Period specified in Item 1 of the Schedule above, from the time such premises were first closed.

Contingent Extortion means the making of illegal threats to damage property in the vicinity of the **Insured's Premises**, which results in the closure of all or part of the **Insured's Premises** solely and directly as the result of an order by a government body.

Investigating Accountants means the firm of accountants specified in Item 2 of the Schedule above. In the event that this firm declares itself unable to act in this capacity for any reason, including potential conflict of interest, the **Response Consultants** shall appoint another firm of similar standing in the accountancy profession.

For the purpose of this Endorsement only, Insured Event is extended to include Contingent Extortion.

- 3. For the purposes of this Endorsement only, Section 3 -- CONDITIONS is extended as follows:
 - The Investigating Accountants shall determine the amount of the Business Interruption Loss, taking into account any savings or recoveries or offsetting of losses which have been made or which the Insured could reasonably have been expected to make, and the ability of the Insured to resume its operations.
 - **Business Interruption Loss** shall be determined by projection of profits plus payroll expenses, taxes, interest, rents and other operating expenses for the affected operations for an identical period immediately preceding the **Contingent Extortion**.
 - In the event a **Business Interruption Loss** occurs, claims for payments by the **Insurer** shall be made as soon as practicable and shall be accompanied by a Statement of Loss, prepared by a recognised firm of accountants using standard accountancy procedures, which sets out in detail how the loss has been calculated and what assumptions have been made. The **Insured** shall produce any documentary evidence, books of accounts, bills, invoices and other vouchers and copies of the same which the **Investigating Accountants** may require and shall afford them every assistance in their investigations including reasonable access to the **Insured's** premises.
- 4. For the purposes of this Endorsement only, Section 4 -- EXCLUSIONS is extended to include the following:

The **Insurer** shall not be liable in respect of **Business Interruption Loss** sustained after the re-opening of the **Insured's** premises or after expiry of the Indemnity Period specified in Item 1 of the Schedule above, whichever occurs first.

Specifically, but without limiting the generality of the foregoing, the **Insurer** shall not be liable in such case, whether such loss is attributed to loss of market share or otherwise.

5. LIMITS OF LIABILITY shall be extended as specified in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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