

Machine breakdown policy

Loss of profits (Revenue wording)

Lumley, a business division of IAG New Zealand Limited, Lumley Centre, 88 Shortland Street, PO Box 2426, Auckland 1140, New Zealand
Tel 09 308 1100 www.lumley.co.nz

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The company agrees (subject to the conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business be destroyed or damaged by all and/or any of the perils against which sections 1 and/or 2 are insured (destruction or damage so caused being hereinafter termed damage! and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with.

Then the company will pay to the insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions herein contained.

Provided that at the time of the happening of the damage there shall be in force an insurance covering the interest of the insured in the property at the premises against such damage and that payment shall have been made or liability admitted therefore under such insurance.

And that the liability of the company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefore by memorandum signed by or on behalf of the company.

The insurance under item No. 4 is limited to:

- (a) Loss of Revenue and;
- (b) Increase in cost of working, and the amount payable as indemnity thereunder shall be:
 - (i) In respect of loss or Revenue. - The amount by which the Revenue during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Revenue,
 - (ii) In respect of increase in cost of working. - The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the amount of the reduction in Revenue thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damage.

Provided that if the sum insured by this item be less than the Annual Revenue the amount payable shall be proportionately reduced, excepting that when the Indemnity Period stated in the Schedule is in excess of 12 months the following alternative proviso shall apply in lieu;

Provided that if the sum insured by this item be less than the sum produced by increasing the Annual Revenue in the same proportion as the Indemnity Period bears to 12 months, then the amount payable shall be proportionately reduced.

The insurance under item No. 2 is limited to any reasonable fees payable by the Insured to their auditors up to but not exceeding the sum insured under this item for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the company under the terms of this Policy.

Definitions

Revenue

Revenue means the money paid or payable to the insured in respect of subscriptions, entrance fees, visitors' fees, accommodation charges and games' fees and bar and refreshment room takings less the cost of relative purchases.

Indemnity Period

Indemnity Period means the period beginning with the occurrence of the damage and ending not later than the number of months (specified in the Schedule hereto) thereafter during which the results of the business shall be affected in consequence of the damage.

Standard Revenue

Standard Revenue means the Revenue during that period in the twelve months immediately before the date of the damage 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 special 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.

Annual Revenue

Annual Revenue means the Revenue during the twelve months immediately before the date of the damage, to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special 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.

Memo 1

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the insured or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue during the Indemnity Period.

Memo 2

In the event of the Revenue* earned during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Insured's auditors being less than the sum insured thereon, a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such period of insurance will be made in respect of the difference. If any damage shall have occurred, giving rise to a claim under the insurance, such return shall be made in respect only of so much of the said difference as is not due to such damage.

* Where the Indemnity Period exceeds 12 months - for the purposes of Memo 2, the Revenue earned mentioned above shall be increased in the same proportion as the Indemnity Period bears to 12 months.

In the event of the aforementioned certificate not having been forwarded to the company within six months of the expiry of any period of insurance no return of premium shall be allowed in respect of such period.

Specific conditions

- 1 The company shall not be liable for any loss under this section unless:
 - (a) The company shall have paid or admitted liability for damage by the same peril under section 1 and/or 2 of this Policy, or
 - (b) The Insured's property destroyed or damaged at the premises is insured against such damage and the company or companies by which such property is Insured shall have paid for or admitted liability in respect of such damage.
- 2 The insurance by this section shall be avoided if the business be wound-up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the company.
- 3 On the happening of any damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof in writing to the company and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Policy shall not later than thirty days after the expiry of the Indemnity Period or within such further time as the company may in writing allow, at his own expense deliver to the company in writing a state-the loss, and in the event of a claim being made under this Policy shall not later than thirty days after the expiry of the Indemnity Period or within such further time as the company may in writing allow, at his own expense deliver to the company in writing a statement setting forth particulars of his claim together with details of all other insurances covering the damage on any part of it or consequential loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish to the company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the company for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of noncompliance therewith in any respect any payment on account of the claim already made shall be repaid to the company forthwith.