

Business Interruption – Standard Tuition Fees (Schools and Colleges)

Insurance is provided in the amount and at the location specified on the Declaration Page(s) for tuition fees.

1. The term “tuition fees” wherever used in this contract, shall mean tuition and other income from student sources, less such operating expenses as do not necessarily continue, determined by giving due consideration to the experience of the Insured before the loss and the probable experience thereafter.
2. It is a condition of this insurance that if the buildings described on the Declaration Page(s) or their contents be destroyed or damaged by the perils insured against occurring during the term of this policy, the Insurer shall be liable for the actual loss of tuition fees sustained during the period (not limited by the date of expiration of this policy) commencing with the date of loss and ending, except as provided in paragraph 3 on the day preceding the beginning of the first school year following the date that the destroyed or damaged building(s) and their contents may, with due diligence and dispatch, be rebuilt, restored and repaired.
3. Provided, however, that if the agreed time to rebuild, restore or replace with due diligence and dispatch the destroyed or damaged building(s) and their contents, shall end on a date within thirty (30) days immediately preceding the beginning of a school year, the period of liability for loss under this policy is hereby extended to end on the day preceding the beginning of the second school year following the date that the destroyed or damaged building(s) and their contents may, with due diligence and dispatch be rebuilt, restored or repaired.
4. The words “beginning of school year”, however modified, wherever used in this contract, shall mean the opening date of school in the Fall as prescribed, or as would be prescribed, in the school catalogue.
5. This policy is extended to cover such additional expenses as are necessarily incurred by the Insured for the purpose of reducing any loss under this policy, not exceeding, however, the amount by which the loss thereunder is thereby reduced.
6. In consideration of the rate and form under which this insurance is written, it is agreed that the Insurer shall be liable in the event of loss for no greater proportion thereof than the amount hereby insured bears to the normal annual tuition fees for the fiscal year in which the loss occurs, nor for more than the proportion which this policy bears to all insurance, whether valid or not, and whether collectible or not, covering in any manner the loss insured against by this policy.
7. In consideration of this insurance that as soon as practicable after any loss, the Insured shall make every reasonable effort to reduce the amount of actual loss sustained, by eliminating expense that does not necessarily continue, making use of other available property, or by other reasonable procedure which will reduce the amount of loss hereunder. In the event of the Insured’s loss being so reduced, such reduction shall be taken into account in arriving at the amount of loss for which the Insurer is liable under this policy.
8. It is a condition of this insurance that the Insured shall not be entitled to compensation on account of:
 - a) increased loss due to additional time that would be required to replace or repair any part of the buildings, property or equipment, owing to ordinances or laws requiring the use of different construction, materials or equipment from the property destroyed;
 - b) loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;

- c) loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect the Insured's earnings after the period following any loss during which indemnity is payable.

9. Loss Clause:

Any loss hereunder shall not reduce the amount of this policy.

10. Subrogation:

The Insurer, upon making any payment or assuming liability therefore under this policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights.

Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

11. Other Insurance

If, on the happening of any loss, there is in force more than one policy covering the same interest, irrespective of whether by any term in such contract the insurance granted thereby shall not cover, come into force, attach, or become insurance until after full or partial payment of any loss under other policy, it is a condition of this policy that the claim hereunder shall be adjusted with the Insured, on the basis that such policy or policies will contribute a rateable proportion of the loss unless it is otherwise expressly agreed in writing.

12. Waiver of Term or Condition:

No term or condition of this policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this policy.