



FIRE POLICY

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the Sri Lanka Insurance Corporation Ltd., (hereinafter called the Company) for the insurance hereinafter contained.

IN CONSIDERATION of the insured named in the Schedule hereto paying to the Company the premium mentioned in the said Schedule, 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 after payment of the premium the Property insured described in the said Schedule or any part of such property, be destroyed or damaged by

FIRE OR LIGHTNING

at any time before 4'0 clock in the afternoon of the last day of the period of insurance named in the Schedule, or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay to the insured the value of the property at the time of the happening or its destruction or the amount of such damage, or at its option reinstate or replace such property or any part thereof.

PROVIDED 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 and in the whole the Total Sum Insured hereby, or such other sum or sums as may be substituted thereto by endorsement hereon or attached hereto, signed on behalf of the Company.

SRI LANKA INSURANCE CORPORATION LTD., IS PROUD TO HAVE YOU AS A POLICYHOLDER AND WE TAKE THIS OPPORTUNITY TO RECOMMEND THAT YOU THOROUGHLY EXAMINE THIS DOCUMENT AND STORE IT IN A SAFE PLACE.

SHOULD YOU HAVE ANY QUERIES, PLEASE CONTACT YOUR AGENT OR THE NEAREST REGIONAL BRANCH OR HEAD OFFICE.

THE CONDITIONS REFERRED TO IN THIS POLICY

This policy and schedule/annex (which forms an integral part of this policy) shall be read together as contract and words and expressions to which specific meanings have been attached in any part of this policy or of Schedule/s shall be the same meaning where so ever occurring in contracts as aforesaid.

MISDESCRIPTION

1. If there be any material misdescription of any of the property here by insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known, for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission

RECEIPTS

2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

INSURANCE WITH OTHER COMPANIES

3. The insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

FALLEN BUILDINGS

4. All insurance under this Policy
 - (i) on any building or part of any building,
 - (ii) on any property contained in any building,
 - (iii) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- (a) of such building or of any part thereof.
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

RISKS NOT COVERED

5. This insurance does not cover
 - (a) Loss by theft during or after the occurrence of a fire;
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 7 (f), or by its undergoing any heating or drying process;).
 - (c) Loss or damage occasioned by or through or in consequence of
 - (1) The burning of property by order of any public authority;
 - (2) Subterranean Fire.
6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, or any of the following occurrences, namely:

- (a) Earthquake, volcanic eruption, subsidence, landslide, ground heave or any other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone, storm and tempest or other atmospheric disturbances.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (d) Mutiny, riot, strike and civil commotion, military or popularising, insurrection, rebellion, revolution, military or usurped power, martial law or state or siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (e) Any act of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.
- (f) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Any loss or damage happening during the existence of abnormal condition. (whether physical or otherwise) which are occasioned by or through or in consequence, directly, or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered shall be upon the insured.

RISKS NOT COVERED UNLESS EXPRESSLY INCLUDED

7. Unless otherwise expressly stated in the Policy this insurance does not cover
 - (a) Goods held in trust or on commission;
 - (b) Bullion or unset precious stones;
 - (c) Any curios or work of art for any amount exceeding Rs. 5000/-
 - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds;
 - (e) Securities, obligations, or documents of any kind, stamps coins or paper money, cheques, books of account or other business books;
 - (f) Coal, against loss or damage occasioned by its own spontaneous combustion;
 - (g) Explosives;
 - (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building be deemed to be loss by fire within the meaning of this Policy;
 - (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

ALTERATIONS AND REMOVALS

8. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.
 - (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
 - (b) If the building insured or containing the insured property become unoccupied and so remain for a period of more than 30 days;
 - (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured;

MARINE CLAUSE

9. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

CANCELLATION OF THE INSURANCE

10. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on notice to that effect being given to the Insured, in which case the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancelment.

OCCURRENCE OF A FIRE

11. On the happening of any loss or damage the insured shall forthwith give notice thereof to the Company, and shall, within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.

- (a) a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged egard to heir value at the time of the loss or damage thereto, respectively, having regard to their value at the time of the loss or damage, not including profit of any kind;
- (b) particulars of all other insurances, if any. The insured shall also at all times, at his own expense, produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with.

RIGHT OF COMPANY REGARDING SALVAGE

12. On the happening of any loss or damage to any of the property insured by this Policy, the Company may
- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened;
- (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage;
- (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same;
- (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim. If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company. in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

FORFIETURE

13. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 18th condition of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

REINSTATEMENT

14. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, add no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of building, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstate to its former condition.

SUBROGATION OF RIGHTS

15. The Insured shall, at the expense of the Company, do and concur in doing, and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

CONTRIBUTION CLAUSE

16. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances whether effected by the Insured or any other person or persons, convening the same property this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

In all cases where any other subsisting insurance or insurances, effected by the Insured or by any other person or persons covering any of the property hereby insured, either exclusively or together with any other property in and subject to the same risk only, shall be subject to average, the insurance on such property under this Policy shall be subject to average in like manner.

AVERAGE

17. If the property hereby insured shall at the breaking out of any fire or at the time of the occurrence of any other insured loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item if more than one of the Policy shall be separately subject to this Condition .

Where the property is a private dwelling house and/or its contents this Condition of Average will not apply provided the sum insured is at least 75% of the value of the property insured.

ARBITRATION

18. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in differences, or if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained. Further disputes can also be informed to ombudsman of insurance or Insurance Board of Sri Lanka.

WARRANTIES

19. Every Warranty to which the property insured or any item thereof is or may be made subject, shall from the item the Warranty attaches apply and continue to be in force during the whole currency of this Policy and non compliance with any such Warranty, whether

it increases the risk or not, shall be a bar to any claim in respect such property or item provided that whenever this Policy is renewed a claim in respect of destruction or damage occurring during the renewed period shall not be barred by reason of a Warranty not having been complied with at any time before the commencement of such period.

TIME LIMIT FOR COMPANY'S LIABILITY

20. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

NOTICES

21. Every notice and other communication to the Company required by the Condition must be written or printed.

ELECTRICAL EXCLUSION CLAUSE

22. The Company is expressly declared to be free from liability for loss of or damage to any electrical machines, apparatus, fixture or fitting (including electric fans, electric household or domestic appliances, wireless sets and radios) or to any portion of the electrical installation, arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, from whatever cause (lightning included), provided that this exemption shall apply only to that (particular electrical machine, apparatus, fixture, fitting or portion of the) electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

Additional Perils Endorsements

The following Endorsements only apply to this Policy when specifically mentioned in the Schedule, and are subject otherwise to the Terms, Conditions and Exceptions of this Policy.

F01 EXPLOSION

It is hereby declared and agreed that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include: Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers or other vessels, machinery or apparatus in which pressure is used or of their contents resulting from their explosion.

PROVIDED always that all the conditions of this Policy (except in so far as Condition No.7 (h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

Special Conditions

- (i) The Company shall not be liable, under this extension for loss or damage occasioned by or through or in consequence, directly or indirectly, of any or any person acting on behalf of or in connection with, any organization with activities directed towards the overthrow by force of the Government 'de jure or 'de facto' or to the influencing of it by terrorism or violence.
In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- (ii) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rate with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
- (iii) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

F02 IMPACT DAMAGE

In consideration of the payment of an additional premium the insurance under the Policy shall subject to the Special Conditions hereinafter contained, extend to include destruction or damage (other than by fire) of or to the property insured directly caused by impact with any of the property insured under this Policy by any vehicle or, animals not belonging to or under the control of the insured or any member of the staff for the insured.

Special Conditions

- (i) The Company shall not be liable this Endorsement for the amount of Excess (as per schedule) in respect of each and every loss or damage.
- (ii) This Endorsement is subject to Special Conditions 5,6 & 7 of the Riot and Strike Endorsement.

F03 CYCLONE STORM & TEMPEST

Notwithstanding anything contained to the contrary in printed Condition 6 (b) of this Policy, it is hereby declared and agreed that in consideration of the payment of an additional premium the insurance under the within written Policy is extended to cover loss or damage directly caused by cyclone, storm and tempest, provided always that all the Conditions of the Policy shall apply (except insofar as they may be expressly so varied) and that any reference herein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by cyclone, storm and tempest.

Exceptions

The insurance provided by this Endorsement shall not extend to include:

- a) Loss or damage to boundary fences and/or walls, neon signs, sign-boards, advertising towers, plate/sheet glass, or green houses, canopies, gates etc.
- b) Loss or damage to property in the open or in transit, other than building structures and plant designed to exist or operate in the open.
- c) Loss or damage caused by rain (whether driven by wind or not) unless the building insured or containing the property insured shall first sustain actual damage to roof or walls by direct force of a cyclone, storm and tempest. The Company shall then be liable for such loss or damage to the building or insured property therein as may be caused by rain entering the buildings through openings in the roof or walls made by such direct action of cyclone, storm and tempest.
- d) Loss or damage caused directly or indirectly by landslide, subsidence or inundation from the sea, whether or not incidental to cyclone, storm and tempest.
- e) The escape of water from the normal confines of any natural or artificial water course, lake, reservoirs, canal or dam.
- f) Loss or damage by flood caused by overflowing, bursting or leakage of water tanks, pipes or apparatus.
- g) Consequential loss or damage of any kind or description whatsoever.

The Insurance provided by this Endorsement is subject to an excess of (as stated in the schedule) in respect of each and every loss or damage.

Special Conditions

1. The Insured shall take all reasonable precautions for the safety of the property insured and it is warranted that all buildings insured under this Policy and for containing the property insured are in a good and substantial state of repair and shall be so maintained.
2. The liability of the Company shall in no case under this Endorsement and the Policy exceed the Sum Insured by each item of the Policy.

F04FLOOD

Provided that Additional Perils Endorsement-Cyclone, Storm and Tempest also applies to the Policy, the expression "Cyclone, Storm and Tempest" in the said Endorsement shall extend to include loss or damage to property insured (including loss or damage by fire) directly caused by flood which for the purpose hereof shall mean the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam, but excluding destruction, damage by bursting or overflowing of water tanks, apparatus or pipes or flow of accumulated rainwater from the compound. The Company shall not be liable under this Endorsement for the amount of the Excess (as stated in the schedule) in respect of each and every loss or damage.

F05 AIRCRAFT DAMAGE

In consideration of the payment of an additional premium, the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include destruction or damage (by fire or otherwise) of or to the property insured directly caused by aircraft and other aerial devices or articles dropped there from, provided always that all the Conditions of the Policy (Except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated therein.

Special Conditions

- (i) The Company shall not be liable under this Endorsement for any amount exceeding the Sum Insured by each item of this Policy.
- (ii) The Company shall not be liable under this Endorsement for loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely, mutiny, riot, strike, and civil commotion, military or popularising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, or any act of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism violence.
In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- (iii) This insurance does not cover consequential loss or damage of any kind or description.

F06 SPONTANEOUS COMBUSTION

In consideration of the payment by the Insured to the Company of an additional premium of Rs..... the Company agrees, notwithstanding what is stated in the printed condition of this policy to the contrary, that this insurance covers loss or damage to the property insured caused by its own Spontaneous Combustion. •

F07 EARTHQUAKE (FIRE AND SHOCK)

In consideration of the payment of an additional premium the Company agrees, notwithstanding anything stated in the printed conditions of this Policy to the contrary, that this insurance covers loss or damage to the property insured occasioned by or through or in consequence of earthquake.

F08 RIOT & STRIKE

It is hereby declared and agreed that notwithstanding anything contained in the within written policy to the contrary the insurance under this policy shall extend to cover Riot and Strike damage which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained).

Loss of or damage to the property insured directly caused by :

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Special Conditions

For the purpose of this endorsement but not otherwise these shall be substituted for the respective numbered conditions of the policy.

Condition 5

- (i) This insurance does not cover:
- (a) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 - (b) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
 - (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
 - (d) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
 - (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material:

Provided nevertheless that the Company is not relieved cover (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- (ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.

Condition 6

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrence, namely:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
- (c) any act of terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or Government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Further any loss, damage, cost of expense of whatsoever nature directly or indirectly caused by, or resulting from any action taken in controlling, preventing, suppressing action during any engagement between Government forces and any group as defined above on land, sea, or air shall be regarded as falling within the definition of Terrorism above.

In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Condition 7

Unless otherwise expressly stated in the Policy this insurance does not cover:

- (a) Goods held in trust or on commission,
- (b) Bullion or unset precious stones,
- (c) Any curios or work of art for an amount exceeding Rs.500/-
- (d) Manuscripts, plans, drawings, designs, patterns, models or moulds.
- (e) Securities, obligations or documents of any kind, stamps, coins or paper Money, cheques, books of account or other business books and computer systems records.
- (f) explosives.

Condition 10

This insurance may at any time be terminated by the Company on notice to that effect being given to the insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part thereof.

Condition 17

If the property hereby insured shall at the breaking out of any fire or at the time of the occurrence of any other insured loss or damage be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item if more than one of the Policy shall be separately subject to this condition provided that the sum insured is within the limit of cover provided by the fund.

Provided that it is hereby expressly agreed and declared that

1. All the Conditions of this policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
2. The special conditions herein shall apply only to the insurance granted by this extension and the conditions of the policy shall apply in all respects to the Insurance granted by the policy as if this endorsement had not been made thereon.
3. The amount recoverable under this extension in respect of loss/damage to any property of the same insured in the same location under all policies (if more than one policy has been obtained on the same risk and interest) shall not exceed Rs. or the sum insured whichever is less anyone loss/occurrence. For this purpose an "occurrence" shall mean all losses attributable directly or indirectly to one cause or to one of a series of similar causes.
4. The cover granted by this endorsement is subject to an excess of 10% in respect of each and every loss/occurrence, but maximum RS.1 00,000/- for private dwellings only.
5. Upon the occurrence of an event giving rise to a claim hereunder, the limit of cover provided shall stand reduced by the amount of the claim paid or payable and shall be reinstated by the Insured by payment of an additional premium calculated at 100% pro-rata only to the amount reinstated.

It is further declared and agreed that this extension is subject to the following exclusions:

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith.

1. in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio chemical or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said fund. If any action, suit or proceeding where it is alleged that any loss or damage is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the insured.

Subrogation of Rights

The Insured shall at the expense of the Company, do and concur in doing, and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said fund. If any action, suit or proceeding where it is alleged that any loss or damage is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

F09 MALICIOUS DAMAGE

In consideration of the payment of an additional premium it is hereby declared and agreed that the insurance under the said Riot and Strike Endorsement shall extend to include Malicious Damage which for the purpose of this extension shall mean:

Loss or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the said Riot and Strike Endorsement, but the company shall not be liable under this extension for

- (1) Any loss or damage by fire or explosion
- (2) Any loss or damage arising out of or in the course of burglary, house breaking, theft or larceny or an attempt there at or caused by any person taking part therein, and
- (3) The Excess (as stated in the schedule) in respect of each and every loss or damage provided always that all the conditions and provisions of the said Riot and Strike Endorsement shall apply to this extension as they had been incorporated herein.

F10 BURSTING OR OVERFLOWING OF WATER TANKS, APPARATUS OR PIPES

It is hereby declared and agreed that notwithstanding anything in the within written Policy contained to the contrary, the Insurance under the Policy shall subject to the Special Conditions hereinafter contained extend to include destruction or damage (other than by fire) of or to the property insured directly caused by Bursting or Overflowing of water Tanks, Apparatus or Pipes but excluding

- (I) destruction or damage caused whilst the building is untenanted.
- (II) the excess (as per schedule) in respect of each and every loss or damage.

PROVIDED ALWAYS that all the conditions of the Policy (except in so far as they may be hereby varied) shall apply as if they had been incorporated herein.

Special Conditions.

- (1) Any items of this policy which are subject to any condition or conditions of average are declared to be subject to the same condition or conditions of average in like manner.

The remaining items of the Policy are declared to be similarly but separately subject to the following conditions, namely:-

Liability of the company under this endorsement in respect of each item of the within written Policy shall be limited to the proportion of which the Sum Insured thereunder shall bear to the total insurance effected by or on behalf of the insured on the same property against the ordinary fire, loss or damage (i.e. destruction or damage originally covered by the within written Policy).

Further the liability of the company shall in no case under this Endorsement and the Policy exceed the Sum Insured by each item of the Policy.

(2) This insurance does not cover.

- a) The company shall not be liable under this Endorsement for loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely, mutiny riot, strike, and civil commotion, military or, popularizing, Insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, or any act of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government the *de jure* or *de facto* or to the influencing of it by terrorism or violence.

In any action, suit or other proceedings, where the company alleges that by reason of the revisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

- b) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- c) Consequential loss or damage of any kind or description.
- d) Destruction or damage by water discharged or leaking from any automatic sprinkler installation in the premises.

(3) The Insured hereby agrees to keep the property insured in a good and substantial state of repair.

F11 TERRORISM ENDORSEMENT

In consideration of a payment of an additional premium it is hereby declared and agreed that the cover provided by the SRCC Endorsement attached to the Policy;

- a) is extended to include loss or damage other than Consequential Losses of any kind directly relating to or caused by any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or Government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Further any loss, damage, cost of expense of whatsoever nature directly-or indirectly caused by, or resulting from any action taken in controlling, preventing, suppressing action during any engagement between Government forces and any group as defined above on land, sea, or air shall be regarded as falling within the definition of Terrorism above.

- b) the amount recoverable under this extension in respect of loss/damage to any property of the same insured in the same location under all policies (if more than one policy has been obtained on the same risk and interest) shall not exceed Rsor the sum insured whichever is less anyone loss/occurrence. For this purpose an "occurrence" shall mean all losses attributable directly or indirectly to one cause or to one of a series of similar causes.
- c) is subject to an excess of 10% in respect of each and every loss/occurrence. However, the excess applicable in respect of Fire Insurance Policies or combined Fire and Theft insurance policies covering private dwellings only shall be 10% or Rs. 100,000/- whichever is lower.

Notwithstanding what is stated to the contrary in the Policy if the Terrorism extension to the Policy is being cancelled by the Insurer a pro-rata refund will be allowed to the Insured. However, no return of premium shall be granted if this cover is cancelled at the request of the Insured.

In the event of any loss/losses arising out of the same occurrence affecting more than one policy, the apportionment of the loss amongst the respective policies shall be at the sole discretion of the National Insurance Trust Fund subject however to the limits and deductibles specified in this Endorsement.

Upon the occurrence of an event giving rise to a claim hereunder, the limit of cover provided shall stand reduced by the amount of the claim paid or payable and shall be reinstated by the Insured by payment of an additional premium calculated at 100% pro-rata only to the amount reinstated. It is further declared and agreed that this extension is subject to the following exclusions:

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

- 1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel; when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes
 - 1.5 any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve ; Solely upon the said fund. If any action, suit or proceeding where it is alleged that any loss or damage is not covered by this Endorsement, the burden of Proving that such loss or damage is covered shall be upon the insured.

subject otherwise to the terms, conditions, exclusions and exceptions of the policy .

F12 NATURAL DISASTER COVER

In consideration of payment of an additional premium, the cover under this insurance Policy, shall be extended to indemnify, loss of or damage to property described in the schedule hereto, caused by or through or in consequence of:

Tsunami
Tidal Waves
Volcanic Eruption
Tornadoes due to an atmospheric disturbance
Hurricane, Typhoon, Thunderstorm, Hailstorm, Windstorm
Rainstorm due to an atmospheric disturbance so designated
by the Meteorological Department subject to exceptions
exclusions mentioned under the Cyclone, Storm and Tempest
cover granted under the standard fire policy

This insurance does not cover loss of or damage directly or indirectly caused by :

Inundation by the sea if not caused by the aforementioned
covered perils.
Other atmospheric disturbances and convulsions of nature not
related to the aforementioned covered perils.
Earthslips, Landslides
Subsidence
Sea erosion

This insurance is subject to an excess of 10 percent (10%) in respect of each and every occurrence of a claim.

MORTGAGE CLAUSE

Loss, if any, under this Policy shall be payable to the Mortgagees or Assignees named in the Schedule of this Policy to the extent of their interest. It is hereby agreed that in the event of loss of damage, the company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured without the knowledge of the Mortgagees or said Assignees, provided always that the Mortgagees or said Assignees shall notify the company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the company shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed, the Company shall at once be legally subrogated to all the rights of the Mortgagees. or said Assignees to the extent of such payment, and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonable require by the company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim. Provided that as between the company and the Mortgagor or Owner of the property insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligation which maybe imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the company and the Mortgagor or Owner of the property insured remain in full force and effect.

The company reserves the right to cancel this Policy at any time as provided by the terms hereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for ten days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease and the Company shall have the right on like notice to cancel this agreement.

BANK CLAUSE

It is hereby declared and agreed that:

1. Upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
2. The receipt of the Bank shall be a complete discharge of the Company therefore and shall be binding on all parties insured hereunder.
3. if and whenever any notice shall be required to be given or other communication shall be required to be made by the company to the Insured or any of them in any matter arising under or in connection with this Policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
4. any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy, if made by the Bank shall be valid and binding on all parties insured hereunder, but not so as to impair the right of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
5. This insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of the operation of Condition 8 of the Policy except where a breach of Condition 8 has been committed by the Bank or its duly authorized agents or servants, and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to, upon or in any building hereby insured or any building in which the property insured under the Policy is stored or kept, without the knowledge of the Bank, provided always that the Bank shall notify the company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay the company the necessary additional premium from the time when such increase of risk first took place.

It is further agreed that whenever the company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or Owner no liability therefore existed, the company shall become legally subrogated to all the rights of the Bank to the extent of such payment but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor/Owner or any other party or parties insured hereunder or from any securities or funds available.

ELECTRICAL INCLUSION CLAUSE

In consideration the payment of an additional premium, it is hereby declared and agreed, loss or damage by fire to the electrical appliances and Installation insured by item.....of this policy arising from or occasioned by overrunning, excessive pressure short-circuiting, arcing, self heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fitting or to any portion of the electrical installation, unless caused by fire or lightning.

REINSTATEMENT CLAUSE

(Applying to buildings, machinery, fittings, equipment, furniture and tools but not to Stock - in-trade, foodstuffs', packaging materials, merchandise and the like).

It is hereby declared and agreed that in the event of the property insured by the within written Policy being destroyed or damaged, the basis upon which the amount payable under (each of the items of) the Policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type, but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy in so far as the same may be varied hereby.

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the company may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the Policy of this Memorandum had not been incorporated herein shall be made.
2. Until expenditure has been incurred by the insured in replacing or reinstating the property destroyed or damaged, the company shall not be liable for any payment in excess of the amount which would have been payable under the Policy. If this Memorandum had not been incorporated herein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement, if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as a being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect, if:
 - a) The Insured fails to intimate to the company within six months from the date of destruction or damage or such further time as the company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - b) The insured is unable unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

PRO RATA CLAUSE

In consideration of the premium being calculated *pro rata temporis* the Insured undertakes to renew the insurance for an amount not less than the sum hereby insured for a period of one year, failing which the insured agrees to pay the difference between such premium and that calculated under the customary short period scale.

REMOVAL OF DEBRIS CLAUSE

It is hereby declared and agreed that the insurance under the Policy extends to cover costs and expenses necessarily incurred by the Insured

- a. In the removal of debris
- b. Dismantling or demolishing
- c. Shoring up or propping

of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other perils hereby Insured against but not exceeding sum insured specified under "Removal of Debris" Subject otherwise to the terms, exceptions and conditions of this Policy.

LOSS OF RENT CLAUSE

It is understood and agreed that in case of loss, this company will be liable for the payment of rent of such portion of the term as the said building or buildings are actually untenable following damage by any of the perils hereby insured and for such term only as may reasonably be spent in reinstatement, but in no case exceeding.....months rent.

ARCHITECTS, SURVEYORS & CONSULTING ENGINEERS FEES CLAUSE

It is hereby declared and agreed that this insurance applies only to architects', surveyors' and consultant engineers' fees necessarily incurred in the reinstatement of the property specified under this Policy consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the scale of the respective professional institutions, provide that the liability for such fees shall not exceed the sum insured thereon.

Subject otherwise to the terms, exceptions and conditions of this Policy

ALTERNATIVE ACCOMMODATION CLAUSE

Notwithstanding anything contained to the contrary it is hereby declared and agreed that the cover granted under this Policy is extended to include payment of rent for alternative accommodation up to the amount stated in the schedule for such portion of term as the said building, or buildings are actually uninhabitable following damage by any of the perils hereby insured and for such term only as may reasonably be spent in reinstatement, but in no case exceeding 12 months.

Provided that if the sum produced by applying the actual monthly rent to the 12 months period is higher than the sum insured hereby, the liability of the company shall be proportionately reduced.

Subject otherwise to the terms, exceptions and conditions of the Policy.

BUILDINGS IN COURSE OF CONSTRUCTION CLAUSE

In consideration of the premium **under Item** **of the Policy** being calculated at half the normal rate, the Insured hereby agrees to insure thereunder, throughout the period of operations on the site, on the basis of the total estimated completed value of the premises. If it should become apparent that the sum insured **under Item** or the period of cover is either insufficient or excessive.

The Insured shall immediately request the company to adjust such sum insured or period. In the event of the Company agreeing to such adjustment the premium **under Item** shall then be re-calculated as from the commencement date of the Policy and an appropriate adjustment of the premium shall be made',

Provided that, if at the occurrence of any loss the total estimated completed value of the property is greater than the sum insured thereon, then the insured shall, notwithstanding any subsequent increase in the sum insured, be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every Item, if more than one, of the Policy shall be separately subject to this condition.

WARRANTIES

1. Warranted that, during the currency of this Policy, no retail trade be carried on in the within described premises.
2. Warranted that, during the currency of this Policy the quantity (value) of hazardous goods stored and in the building or in that section of the building occupied by the insured shall not exceed in all one percent (1%) of the total value of the stocks stored therein.
3. Warranted that, during the currency of this Policy, No Smoking be permitted in building(s) used as stores and in building(s) where manufacture or any process is carried on (other than in those sections used as offices, canteens and rest rooms) and Notices/Sign Boards to this effect be exhibited at every entrance to such building(s)
Notices to be written in Sinhala, Tamil and English in letters not less than 3" high. Sign Boards Minimum size 8" x 10".
4. Warranted that, during the currency of this Policy, cuttings and other trade waste be swept up and bagged daily and removed from the premises at least once a week.
5. Warranted that, during the currency of this Policy, Sweepings and other refuse be swept up and removed daily from the buildings and be deposited not less than 100 feet away from buildings insured.
6. Warranted that, during the currency of this Policy, all saw dust, wood shavings and other refuse be swept up and removed from the building(s) daily, and be deposited not less than 50 feet away from any building insured hereby.
7. Warranted that, during the currency of this Policy, all appliances for the extinguishing of fire be properly maintained and be kept in proper working order. (Applicable when the appropriate rebate allowed).
8. Warranted that, during the currency of this Policy, goods should be stored so as to permit easy access to fire fighters and that a space of 3 feet should be allowed between the top of the stack and the ceiling/roof and clear space of 3 feet between the wall and the stack.
9. Warranted that, during the currency of this Policy, all chimneys and/or flues carrying off the products of combustion be of incombustible material, be kept in a good state of repair and free from any woodwork or other combustible material.
10. Warranted that, during the currency of this Policy, no heap shall
 - (a) contain more than 500 tons
 - (b) exceed 10 feet in heightand that there shall be a clear space of not less than 10 feet all round each heap.
11. Warranted that, during the currency of this Policy, no extraction by volatile and/or inflammable solvents be carried on.
12. Warranted that, during the currency of this Policy, no artificial heat, other than steam heat, be used.
13. Warranted that, during the currency of this Policy, no cleaning of automobile parts by spraying with petrol be done on the premises to which this insurance applies.
14. Warranted that, during the currency of this Policy, no repairs to vehicles or vehicle parts or filling and/or emptying of fuel tanks be done and that no petrol or other inflammable liquid or liquids (such as kerosene) be stored on the premises to which this insurance applies except that contained in the fuel tanks of vehicles.
15. Warranted that, during the currency of this Policy, no paints or solutions be applied by spraying in or within 25 feet of any building on the premises to which this insurance applies.
16. It is a condition of this insurance that the Company shall not be liable for loss or damage which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant.

17. Warranted that, during the currency of this Policy, drying of copra will not be carried on over an open fire.
18. Warranted that, during the currency of this Policy, the building(s) including offices and outbuildings on the same premises and used in connection therewith are all specially constructed for use as a cinema and are of burnt brick, stone and or concrete, and or concrete, and that the external surface of the roof (unless of reinforced concrete) consists of tiles, metal and or sheets or slabs composed entirely of incombustible material, no wooden frame being used for any part of the roof construction.
19. Warranted that, during the currency of this Policy:
 - (a) The projection chamber and re-winding room, film store be placed in an enclosure consisting of concrete of at least 5 ins. thickness or of silicate bricks or burnt bricks of at least 9 ins. thickness, any lining being of incombustible material, and all fittings and fixtures within the enclosure other than the frames of outside windows being constructed of, or covered with fire resisting materials.
 - (b) No smoking shall at any time be permitted within the enclosure nor in any part of the premises in which films are stored, wound or repaired. Notices stating that smoking is prohibited shall be kept prominently posted in the enclosure and film room and any such part of the premises as aforesaid.
20. Warranted that, during the currency of this Policy, no theatrical scenery be stored or used except scenery incidental to cinema to graph exhibitions.
21. Warranted that, during the currency of this Policy, no power be used other than for the sawing of logs.
22. Warranted that, during the currency of this Policy, no fibre in a wet condition or otherwise be allowed to be stored or treated in the buildings hereby insured or within a radius of 25 metres thereof.
23. Warranted that, during the currency of this Policy, no drying by artificial heat be done within the building or buildings to which this insurance extends, nor in any building communicating therewith.
24. Warranted that, during the currency of this Policy;
 - (a) No smoking or drying by artificial heat be carried on within the building or buildings to which this insurance extends, nor in any buildings communicating therewith.
 - (b) No smoking of rubber be carried on within the building or buildings to which this insurance extends, nor in any buildings communicating therewith.
25. Warranted that, during the currency of this Policy:
 - (a) No plastic materials having a nitro-cellulose base be used;
 - (b) No solvents and or accelerators having a flash point below 150°F (close test), be used or stored on the premises to which this insurance applies.
The presence of solvent liquids, having a flash point below 150°F (close test) not exceeding 4 gallons shall not be deemed a breach of this Warranty.
 - (c) Warranted that, during the currency of this Policy, no buffing, grinding, cutting and/or finishing processes involving any of these operations are carried on unless a dust extraction plant is installed and maintained in an efficient condition and is in use at all times when the factory is in operation.
26. Warranted that, during the currency of this Policy, no bales be opened in godowns / stores'
27. Warranted that, during the currency of this Policy:
 - (i) No coal and/or wood and/or other fuel in excess of that required for two days' consumption in the boilers be stacked or stored in the factory or boiler house or in open sheds within 50 feet of any building to which this insurance applies.
 - (ii) No gasses in excess of that required for two days' consumption be stacked or stored in the factory or boiler house or in the Open or in open sheds within 100 feet of any building to which this insurance applies.
28. Warranted that, during the currency of this Policy, firewood shall not be stored or kept in any manner either in the open or in sheds within 30 feet of the insured factory.
29. Warranted that, during the currency of this Policy, no drying of be carried on in the premises.
30. Warranted that, during the currency of this Policy-
 - (i) The fuel tank be permanently attached to the mobile goods-handling appliance and so placed or guarded as to minimize the risk of mechanical injury.
 - (ii) Flame arresters be provided on the induction systems of the petrol driven engines.
 - (iii) The exhaust system of the mobile goods-handling appliance(s) be so designed and located as to prevent discharged of flame and sparks, discharge of hot gases on to combustible material and the contact of any part of the system with combustible material. Arrangements must be such that leakage or spillage of fuel oil or petrol cannot come into contact with any part of the exhaust system.
 - (iv) No filling or emptying of fuel tanks be done in any warehouse or factory, or within '20 feet of any storage of combustible, material, and no cans of fuel be carried on the appliance.
 - (v) No blow lamps and other arrangements for starting purposes involving the use of a naked flame be used in any mobile goods-handling appliance(s).
 - (vi) A master switch be fitted to disconnect the battery from the electrical system of the appliance(s).
 - (vii) Each mobile goods-handling appliances shall carry an approved chemical extinguisher of the carbon tetrachloride or foam type.
 - (viii) No accumulation of oily deposits on floors be allowed.
 - (ix) No mobile goods-handling appliances be garaged in any warehouse of factory.
31. Warranted that, no petrol be used in any mobile goods-handling appliances employed in or on the premises herein described.

32. SPRAY PAINTING - Warranted that, during the currency of this Policy:

- (a) No cleaning off, mixing, spray painting, or other processes connected therewith, be carried on except in the open or in a separate building or compartment well ventilated at floor level exclusively reserved for such work and that not more than one day's supply of paint, lacquer, solvent, dilutant or thinner be deposited therein.
- (b) All paints, lacquer, petrol, solvents, diluents and thinners be stored in a building used exclusively for that purpose or a brick, and/or cement. concrete built compartment having floor and roof, including any supports, of incombustible material any communication having a closely fitting door of hardwood or of incombustible material.
- (c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.
- (d) There be no artificial lighting other than by incandescent electric light enclosed in double glass globes or bulkhead fittings.
- (e) All places where dry deposits can accumulate be cleaned every week with stiff fibre or non-ferrous metal brushes or scarpers and the residue placed in water.
- (f) No smoking or naked lights be allowed.
- (g) All electrical switches be placed outside and well clear of spraying booths.
- (h) No heating appliances involving the use of flame (fire or gas) or exposed electrical elements be allowed.

33. Warranted that, during the currency of this Policy the company will only be liable in respect of books, deeds, plans, documents and books of accounts insured under this Policy for their value as stationery together with the cost necessarily, incurred in writing them up subject to the limit of the sum insured for these items and not for the value to the insured of the information they contain.

34. It is hereby declared and agreed that the Company will not hold itself responsible for any damage done to the Billiard Table or Tables contained in, the above building by lighted matches falling thereon or by smoking of pipes, cigars or cigarettes or by ash falling therefrom or by the use of hot irons or by the ignition of reflectors which may be placed over the said table or tables or for the destruction of the reflectors.

35. Warranted that during the currency of this Policy, no pattern making in wood be carried on in the premises to which this insurance extends.

36. The said property is the only property so situated and answering to the foregoing description in which the insured has interests.

37. No portion of the premises herein described be used as for the manufacture or deposit of merchandise.

38. The Corporation shall not be liable for destruction or damage to Garments, clothes or ironing boards caused by smoothing iron. (Electric or otherwise)

39. All oily & or dirty waste and greasy cleaning clothes be placed in metal receptacles, removed daily from the premises before closing and that paper cuttings & or trade refuse be swept up; ;bagged daily and removed from the premises and disposed of at a distance not less than 30ft; away from the building described hereby.
No steam, Oil or gas power be used. No smoking

40. The said factory be silent and the machinery be not work(except occasionally for the purpose of keeping in order no materials being pass through it) and that no repairs to machinery or Mill weights works be carried on.

41. Warranted that;

(i) If the value of the stocks covered under the within written policy is below Rs. 5,000,000/-

"The insured undertakes to prove with documentary evidence to the satisfaction of the company, the value of the stocks damaged by a peril insured under the policy. Failure by the insured to prove the loss will result in the claim being adjusted based on the available documents, Tax Certificates and Invoices etc."

(ii) If the value of the stocks covered under the within written policy is equivalent or greater than Rs. 5,000,000/-

"The insured undertakes to maintain and safeguard the stock records I books and books of accounts by securing them in a safe location or cupboard away from any loss or destruction. Failure by the insured to comply with the requirements will result in the claim being adjusted based on the available documents, Tax Certificates and Invoices" etc.

42. **Hot Works Warranty**

It is warranted and it is agreed as a condition precedent to the insurer's liability during the currency of this policy that before the use of a naked flame or other heat source or oxyacetylene, eletric are or similar welding, cutting, grinding or other spark emitting equipment is used by any person (Whether a third party contractor, an employee or other) at the premises (other than in connection with the insured's trade processes), the insured shall take necessary precautions to carry out such work as follows;

- i. Equipment for hot works has been checked and found in good state of repair.
- ii. Hot works shall be carried out by trained personnel only and in the presence of at least one worker or supervisor equipped with a fire extinguisher and trained in fire fighting.
- iii. At least two suitable fire extinguishers or a hose reel are immediately available for use.

- iv. Items which are susceptible to ignition and fire including flammable liquids and combustible materials shall be removed from the area which is subject to hot works.
- v. The work area and all adjacent areas to which sparks and heat might have spread (such as floors below and above, and areas on other sides of the walls) have been inspected and found to be free of fire following completion of the hot works.
- vi. A trained person, not directly involved with the work, should provide a continuous fire watch during the period of hot works and for at least 1 (one) hour after its ceases following each period of work, in the work area and those adjoining areas to which sparks and heat may spread.
- vii. Floors must be swept clean before and after the hot works.

43. Pallet Warranty

Goods should be stored on at least (6"/8"/1') height wooden pallets/shelves/racks above the ground level.

44. Security Warranty

A security person should be deployed in the premises within the 24 hours of the day during the entire period of insurance.

45. Continuous Occupancy Warranty

It is warranted that the premises containing the insured property will not be left unoccupied at any time without an occupant therein.

46. Machinery Maintenance warranty

All Plant & Machinery, Electrical & Electronic equipment should be maintained in accordance with the manufacturer's maintenance specifications & records should be kept with the insured for further reference.

47. Fire Extinguishing Appliance Warranty

Adequate, Suitable and effective fire Extinguishing appliances or fire protection system should be installed to the insured premises to be utilized in case of a sudden fire.

48. Surge arrestors warranty

It is warranted that main power distribution panel should be equipped with surge arrestors and the same should be maintained in effective condition during the period of insurance.

In the event of a claim please contact call centre No. 2357357 give an immediate notification
For any other matters please contact 2357165 or 2357160
Fire Insurance Claims contact No. 2357171 or 2357131 and Fax No. 2357135
Fire Insurance Underwriting Fax No. 2357183