

Civil Commotion, Strike And Terrorism Clause

INSURING CLAUSE

Subject the terms, clauses and conditions contained herein the Underwriters agree to indemnify the Assured against direct physical loss of or damage to the interests insured caused by or arising from Riots and/or Strikes and/or Civil Commotion including fire damage and loss by looting following Riots and/or Strike and/or Civil Commotion and/or Malicious Damage as described herein.

For the purpose of this Policy:

- A. Riot and Strike and Civil Commotion damage shall include but not be limited to loss directly caused by:
 - a. Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance; or
 - b. Any willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such acts is committed in the course of a disturbance of the public peace ; or
 - c. Any act of any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in (b) above or minimizing the consequences thereof ;
- B. Malicious Damage shall mean all Physical loss or Damage resulting directly from a malicious act caused by anyone whether or not the aforesaid act is committed during a disturbance of the public peace, and shall include loss caused by sabotage and acts committed by any or all persons who are member(s) of an organization whose aim is or includes the over-throwing of any legal or de facto Government by terrorism or violence.

EXCLUSIONS

This policy does not cover:

- A. Loss or damage caused by or arising out of burglary, housebreaking, theft or larceny or caused by any person taking part therein.
- B. Loss or damage caused by or resulting from confiscation, requisition detention or legal or illegal occupation of property insured or of any premises, vehicle or thing containing the same.
- C. Loss or damage caused by or resulting from an act or incident which occurs or is committed whether directly or indirectly by reason of or in connection with war,

invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, or seizure of power arising from a military conspiracy.

- D. Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiation's or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive nuclear assembly or nuclear component thereof.
- E. Loss resulting from total or partial cessation or interruption of work.

CONDITION

- A. In any claim, and in any action, suit or other proceeding to enforce a claim, for loss under this Policy the burden of proving that the loss does not fall within Exclusion (C) above set out shall be upon the Assured.
- B. This Policy does not cover any loss which at the time of the happening of such loss is insured by or would, but for the existence of this Policy be insured by any other existing Policy or policies except of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.
- C. The Assured shall, at the request and expense of the Underwriters, take all steps that may be necessary to protect the interests of Underwriters.
- D. If the Assured shall make any claim knowing the same to be false as fraudulent in regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- E. If the total value of all property covered by this Insurance shall at the time of any loss be greater than the Declared value as out in the Schedule the Assured shall be entitled to recover hereunder only such proportions of the Sum Insured set out in the Schedule as the said declared Value to the said total value.

CANCELLATION

This Policy may be cancelled by or behalf of the Underwriters by 30 days notice given in writing to the Assured at one last known address and the premium shall be adjusted on the basis of the Underwriters receiving or retaining pro-rata premium.

Notice shall be deemed to be duly received in the course of post if sent by prepaid letter post properly addressed.

This Policy may not be cancelled by or on behalf of the Assured unless specially agreed by the Underwriter.