

ZURICH PRIME

Endorsement Wordings/ Add on Cover Wordings

1. Acts of Terrorism (Sabotage and Terrorism Damage Cover Endorsement - Material Damage and Loss of Profit)(*)

It is hereby understood that the following coverage extension is added to Section 3 – Property Damage, & Section 4 – Business Interruption

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover:-

- (i) Physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule, subject to the exclusions, limits and excess hereinafter contained,

For the purpose of this cover, an act of sabotage and / or TERRORISM means an act or series of acts, 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 organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

- (ii) loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

- (iii) Loss resulting from necessary interruption of business caused by direct physical loss or damage in respect of which liability has been admitted by the Company under (i) and/or (ii) above. In the event of such direct physical loss or damage, this Policy shall be liable for the actual loss sustained by the insured resulting directly from such necessary interruption of business, but not exceeding

the loss of gross profits, as defined in the Policy, less charges and expenses which are not necessary during the interruption of business, for such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged, commencing with the date of such direct physical loss or damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

LOSSES EXCLUDED

(A) For Materials Damage

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
 - (i) voluntary abandonment or vacation,
 - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any processor operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

(B) For Loss of Profit

This cover shall not indemnify:-

1. increase in loss resulting from interference at the insured premises, by terrorists or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured interruption of business, and then the Company shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;
3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. the Insured's lack of sufficient capital for timely restoration or replacement of property lost destroyed or damaged;
5. loss resulting from:
 - a) deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software;
 - b) other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software unless caused by damage to the machine or apparatus in which the records are mounted;
6. loss resulting from alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the physical loss;
7. loss of market or any other consequential loss.
8. loss as a result of physical or mental or bodily injury to any person.

9. loss arising from Contingent Business Interruption Extension of Business Interruption/Loss of Profit Section under this policy, comprising of Customers and Suppliers premises, Prevention of Access and Public Utilities.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured for Material Damage and Loss of Profits given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered for Material Damage and Loss of Profits from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000 for Material Damage and Loss of Profits. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 for Material damage and Loss of Profits, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS

1. For material damage*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

*Whichever is applicable.

2. For Loss of Profit

In anyone occurrence of loss or damage, the Company shall not be liable for the amount obtained by multiplying seven (7) days standard turnover with rate of gross profit.

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding 7 with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of the Policy save as modified or endorsed herein shall apply

Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.

TERRORISM THIRD PARTY LIABILITY INSURANCE ADD ON COVER

1. Insuring Clause

- 1.1. In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss by reason of the liability imposed upon the Insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of a loss up to but not exceeding the sub limit (i.e. 10% of the Total Sum Insured Value for Sabotage and Terrorism Endorsement or INR 25,00,00,000 whichever is less, each any one loss and in all for the Policy Period) for Bodily Injury and/or Property Damage resulting solely and directly from an act or acts of sabotage and terrorism as defined under Sabotage and Terrorism damage cover endorsement.
- 1.2. Provided such claim made is first received by the Insured during the Policy Period or the Insured gives written notification to Insurer of the discovery of his involvement in such act of sabotage and terrorism within 90 days of the expiry of the Policy.
- 1.3. Regardless of the number of claims made against the Insured, the Insured shall always be liable for the deductible, in respect of each and every loss. Each loss's deductible amount shall

be subject to no aggregate limitation regardless of the number of losses or claims made against the Insured.

- 1.4. As soon as the Insured becomes aware of a loss or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same loss or conditions which may give rise to a similar loss.
- 1.5. Insurer shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured however the Insurer shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this Policy.
- 1.6. Insurer will pay any defence expenses incurred after exhaustion of the deductible amount or each loss deductible amount, whichever is the greater, provided the prior written consent of Insurer is obtained before those defence expenses are incurred and subject to Insurer' limits of liability under this endorsement.
- 1.7. Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any defence expenses that can be included in the Ultimate Net Loss shall be calculated by dividing that part of such payment which is covered by this Policy, by the total amount paid by the Insured.
- 1.8. In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this Policy, Insurer may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Insurer exceed the relevant limits of liability plus such cost, expense, disbursements and interest.

2. Definition

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third-party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury.

3. Exclusions

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries;
2. Loss, injury or damage arising out of discrimination or humiliation;
3. Loss or damage to property
 - (a) owned, leased, rented or occupied by the Insured;
 - (b) in the care, custody or control of the Insured;
4. Mental injury, anguish, shock or the like where no physical injury has occurred to the litigant;
5. Loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to Sabotage and Terrorism Endorsement;

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED

Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.

POLITICAL VIOLENCE INSURANCE EXTENSION - PROPERTY DAMAGE AND LOSS OF PROFIT/ BUSINESS INTERRUPTION

1. INSURING CLAUSE

In consideration of the premium paid and subject to the exclusions, limits and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss up to but not exceeding the sub limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) against:

1.1 Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover:

1. Civil Commotion;
2. Insurrection, Revolution or Rebellion;
3. Mutiny and/or Coup d'Etat;
4. Civil War.

Such perils in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

1.2 In respect of loss or damage suffered under this Extension, Insurers' maximum liability shall never be more than the Loss of Profit Limit or total Limit (whichever is applicable) where this Limit is a combined amount for losses arising from both physical loss or physical damage and Loss of Profit, for any one loss.

1.3 For the avoidance of doubt, where a Loss of Profit Limit applies to losses suffered under this Extension, it shall apply to the aggregate of all claims by all Insureds and in respect of all Insured Locations hereunder, and Insurers shall have no liability exceeding the limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) irrespective whether insured losses are sustained by all of the Insureds or any one or more of them or whether insured losses are sustained at any one or more of the Insured Locations.

2. DEFINITIONS

"Civil Commotion" shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

"Civil War" shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

"Coup d'Etat" shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.

"Insurrection, Revolution and Rebellion" shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

“Mutiny” shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer.

3. EXCLUSIONS

This cover DOES NOT INDEMNIFY AGAINST:

For Material Damage:

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries.
2. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover;

For Loss of Profit/Business Interruption:

1. Any loss or damage during any period in which goods would not have been produced, or Operations or services would not have been maintained, for any reason other than physical loss or physical damage of the type insured against to which this coverage applies.
2. Any loss or damage with respect to any additional time required for making change(s) to the buildings, structures, or equipment for any reason, nor any additional time required for re-staffing or retraining employees.

4. CHANGES/AMENDMENTS

Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Insurers in writing.

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS, AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE & TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

(*) The wordings for Terrorism Damage Cover Endorsement are as prescribed by Indian Market Terrorism Risk Insurance Pool (Pool) currently in force and will be subject to change as per Pool guidelines or as per the Reinsurance arrangement from time to time.

2. Construction Works With Hot Work Permit

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

By way of partial derogation from paragraph 3.2.15 Property Excluded and subject otherwise to the other terms and Conditions of this Policy, the **Insurers** specifically agree to pay for physical loss or damage caused by an Insured Peril to Construction Works at the Insured Premises owned or occupied by the **Insured**. The Insured Property hereunder is the property or structures under construction and materials or supplies used in connection therewith.

It is further agreed that:

- a) the Insurers will continue to insure the property under this Policy after the completion of the Works;
- b) the Coverage provided by this Extension will automatically terminate at the end of the Policy Period as stated in the Schedule; and

- c) the existing property or structure covered under this Policy is insured against physical loss or damage by the Insured Perils provided that the Insured complies with Supplementary Condition 'Hot Work Permits'.

The **Insurers** will not pay for:

- i. Construction work carried out by contractors and/or third parties, other than as defined as Construction Work;
- ii. any otherwise uninsured consequential loss or liability to property not insured against (e.g., Damage to surrounding Property, third party liability);
- iii. any financial loss, advanced loss of profits or soft costs relating to the delay in completion of the Works. Soft costs are additional expenses that would not have been incurred had the delay in completion not occurred;
- iv. any testing of machinery and/or equipment.

For the purpose of this Extension only, the following definition shall apply:

Construction Work means:

1. The addition, extension, repair, renovation, or alteration of existing buildings or structures, including plant and equipment; or
2. The erection or remodelling or alteration of structures within existing buildings (in particular the installation of equipment),

carried out entirely by the Insured. Joiners or other tradesmen may be employed to carry out repairs or minor structural alterations.

Cover will only apply to Construction Works that do not exceed the total value specified in Section 2 – Declarations

Supplementary Condition for Construction Works – Hot Work Permit

In respect of any use or Application of Heat (as defined below) by or on behalf of the Insured at an Insured Premises the Insured will ensure that:

1. the area immediately surrounding of the work (including in the case of work carried out on one side of a wall or partition: the opposite side of the wall or partition, rooms, duct shafts or cavities located above a ceiling or below the floor) will be cleared of all loose combustible material; other combustible material will be covered by sand or overlapping sheets or screens of non-combustible material; and
2. at least two adequate and appropriate portable fire extinguishers, in good working order, are kept in the immediate area of the work being undertaken and used immediately upon detection of any signs of smoke, smouldering or flames; and
3. blow lamps and blow torches are filled outdoors and will not be lit until immediately before use and will be extinguished immediately after use; and
4. at least one qualified fire watchperson shall be designated by the **Insured** to act solely as a fire watch to observe the entire work area for signs of smoke or smouldering or flames continuously during the work and for at least 30 minutes after the work is completed (including in the case of work carried out on one side of a wall or partition: the opposite side of the wall or partition, rooms, duct shafts or cavities located above a ceiling or below the floor). The required number of qualified persons, and the duration of the watch will depend on the nature of the hot work, the construction of the building, the general fire load and the complexity of the work area; and

5. for roof torch work the fire watch shall continue for at least 120 minutes after the work is completed; and
6. the fire watch shall take steps to extinguish any smouldering or flames immediately upon discovery; and
7. in the case of work involving the use of asphalt, bitumen, tar, pitch or lead heaters, the heating is carried out in the open air in a container designed for the purpose and, if carried out on a roof, the container is placed on a non-combustible heat-insulating base.

For the purposes of this Supplementary Condition 'Application of Heat' means the use of oxyacetylene or electric welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns, hot air strippers or the use of asphalt, bitumen, tar, pitch, or lead heaters.

3. Construction Works Without Hot Work Permit

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

By way of partial derogation from paragraph 3.2.15 Property Excluded and subject otherwise to the other terms and Conditions of this Policy, the Insurers specifically agree to pay for physical loss or damage caused by an Insured Peril to Construction Works at the Insured Premises owned or occupied by the Insured. The Insured Property hereunder is the property or structures under construction and materials or supplies used in connection therewith.

It is further agreed that:

- a) the Insurers will continue to insure the property under this Policy after the completion of the Works; and
- b) the Coverage provided by this Extension will automatically terminate at the end of the Policy Period as stated in the Schedule.

The Insurers will not pay for:

- i. Construction work carried out by contractors and/or third parties, other than as defined as Construction Work;
- ii. any otherwise uninsured consequential loss or liability to property not insured against (e.g., Damage to surrounding Property, third party liability);
- iii. any financial loss, advanced loss of profits or soft costs relating to the delay in completion of the Works. Soft costs are additional expenses that would not have been incurred had the delay in completion not occurred;
- iv. any testing of machinery and/or equipment.

For the purpose of this Extension only, the following definition shall apply:

Construction Work means:

1. The addition, extension, repair, renovation, or alteration of existing buildings or structures, including plant and equipment; or
2. The erection or remodelling or alteration of structures within existing buildings (in particular the installation of equipment),

carried out entirely by the Insured. Joiners or other tradesmen may be employed to carry out repairs or minor structural alterations.

Cover will only apply to Construction Works that do not exceed the total value specified in Section 2 – Declarations.

4. Miscellaneous Unnamed Third-Party Premises

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for loss or damage to Property Insured caused by an Insured Peril within the territorial scope of this Policy at miscellaneous unnamed third-party locations which are not owned, leased or rented by the **Insured**.

The **Insurers** will not pay for:

- i. Property otherwise insured whether by the Insured or otherwise except in respect of excess payments in accordance with paragraph 6.18 'Other Insurance';

Loss which results from **Earthquake, Volcanic Eruption, Flood, or Storm**.

5. Temporary Removal with Transit

Notwithstanding anything contained herein to the contrary, it is hereby agreed that Extension 5.2.15 is deleted in full and replaced by the following:

The Insurers will pay for loss or damage caused by an Insured Peril to Property Insured (other than Semi-Finished Products or Stock in Process, Finished Stock, Raw Materials, supplies or Merchandise) temporarily removed from an Insured Premises for the purpose of being repaired, serviced or temporarily stored or for any other purposes and while **In Transit** to these premises all within the territorial scope of this Policy.

The Insurers will also pay for any necessary and reasonable cost incurred in:

- 5.2.15.1 conveyance of the Property Insured and its container to another vehicle following the disabling of the original conveying vehicle by its catching Fire, collision, or overturning, including delivery to the original destination or return to the point of despatch;
- 5.2.15.2 reloading the Property Insured and its container in the event of it falling from the conveying vehicle;
- 5.2.15.3 removal of the debris of the Property Insured and its container following its damage or destruction, provided this cost is not recoverable under another policy or from any other source.

The Insurers will not pay for physical loss or damage by an Insured Peril to Property In Transit:

- 5.2.15.4 by air or sea;
- 5.2.15.5 resulting from atmospheric or climatic conditions unless reasonable precautions have been taken to protect the Property Insured against such conditions;
- 5.2.15.6 arising as a result of packing being inadequate to withstand normal handling during transit, or due to insufficient labelling or incorrect addressing;
- 5.2.15.7 carried by the Insured for hire or reward;
- 5.2.15.8 by theft or attempted theft from any vehicle whilst the vehicle is unattended by the driver or mate unless all windows, doors and other means of access are fully closed, fastened and where possible locked and all keys are removed from the vehicles to a place of safety;
- 5.2.15.9 resulting from any cause, which is otherwise excluded by this Policy;

- 5.2.15.10 if the Property is insured in whole or in part elsewhere within in this Policy; or
5.2.15.11 If the Property is insured in whole or in part by any other insurance policy.

The duration of such temporary removal is limited to 90 consecutive days unless otherwise agreed by the Insurers.

6. Track and Trace for Burst Pipes (incl. Culverts)

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for the costs necessarily and reasonably incurred in removing and replacing any part of the property to locate the source of any water escaping from tanks, pipes, appliances or the fixed heating system of the building and the cost of repairing any burst pipes owned by the **Insured** following physical loss or damage caused by an Insured Peril to Property Insured. Burst pipes shall also include culverts which are part of the underground mains system for the distribution of heating and hot water (including piping, heat insulation and protective lining) serving the Insured Premises.

The loss is valued at the cost of:

1. locating and exposing the site of damage and reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.
2. repairs of the burst water pipes. The costs of repairs of the burst pipes shall not to exceed the Actual Cash Value of the burst pipes immediately prior to the physical loss or damage. The Insurers agree not to make any deduction for depreciation during the first 10 (ten) years immediately following the installation of the pipes.

If the culverts do not exclusively serve the Insured Premises, the **Insurers** may reduce proportionally any amount to be paid.

The **Insurers** will not pay for physical loss or damage:

- i. to the actual tanks, appliances or the fixed heating systems;
- ii. caused by inherent defects in the design, material, construction or installation of the pipes and drains;
- iii. to a heating culvert that has not been tested and approved in the customary manner;
- iv. to the Property Insured when the Insured Premises are unoccupied for more than 30 consecutive days, unless the **Insured** gives the **Insurers** notice and the **Insurers** have specifically agreed in writing to provide Coverage as per paragraph 3.4.2.2;
- v. due to a rock fall or landslide resulting from groundwork;
- vi. due to blasting.

7. Extra Expense / Increased Costs of Working (Stand-Alone)

Section 4.2. – Business Interruption Coverage is extended to include the following:

The Extra Expense cover applies to Insured Premises when no Gross Profit Coverage or Gross Revenue Coverage is effected.

The **Insurers** will pay for the Extra Expense (Increased Costs of Working) reasonably and necessarily incurred by the **Insured** during the Indemnity Period to resume and continue as nearly as practicable the **Insured's** normal business **Operations** that otherwise would be necessarily suspended in

consequence of a physical loss of or damage caused by an Insured Peril to Property Insured at an Insured Premises. The **Insurers** will reduce the amount payable as Extra Expense by the fair market value remaining at the end of the Indemnity Period for property obtained in connection with the above.

Extra Expenses mean that amount spent to continue the **Insured's** business **Operations** and above the expenses the Insured would have normally incurred had there been no interruption of the Insured's Business at an Insured Premises less any sum saved during the Indemnity Period in respect of such the charges and expenses as may cease or be reduced in consequence of the physical loss or damage by an Insured Peril. This Coverage does not include any such costs or expenditure incurred in respect of Extensions of Coverage that could be covered under Section 5.2.

The **Insurers** will not pay for:

- i. any Gross Profit or Gross Revenue loss as shown under Section 4 of this Policy, however articles 4.3 'Additional Exclusions' and Art. 4.4. 'Indemnity Period' remain in effect.
the cost of permanent repair or replacement of property that has suffered direct physical loss or damage, or expenses otherwise payable elsewhere in this Policy

It is herewith agreed, that for the Extra Expense cover the requirement to report the Gross Profit values in line with paragraph 6.7.1.3 Declaration of Values and paragraph 6.7.1.4. Average condition do not apply.

8. Gross Revenue

Notwithstanding anything contained herein to the contrary, it is hereby agreed that coverage provided by Section 4.2 is deleted in full and replaced by the following:

4.2 Business Interruption Coverage

Notwithstanding anything contained herein to the contrary, it is hereby agreed that coverage provided by Section 4.2 is deleted in full and replaced by the following:

4.2 Business Interruption Coverage

4.2.1 Gross Revenue

Gross Revenue applies to Insured Premises when Gross Revenue Coverage is effected.
This Coverage is limited to loss of Gross Revenue due to:

4.2.1.1 Reduction in Gross Revenue and the increased cost of working and the amount payable as indemnity thereunder will be:

- a) In respect of a reduction in Gross Revenue the sum by which the Gross Revenue during the Indemnity Period shall in consequence of the physical loss or damage by an Insured Peril fall short of the **Standard Gross Revenue**;
- b) In respect of increased cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in

consequence of the physical loss or damage by an Insured Peril but not exceeding the amount of the reduction thereby avoided, less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Revenue as may cease or be reduced in consequence of the physical loss or damage by an Insured Peril. This Coverage does not include any such costs or expenditure incurred in respect of Extensions of Coverage that could be covered under Section 5.2.

4.2.2 Departmental

If the **Business** is conducted in departments the independent trading results of which are ascertainable the provisions of 4.2.1 shall apply separately to each department affected by the physical loss or damage by an Insured Peril provided that the Gross Revenue declared by the **Insured** follows the same principles.

4.2.3 Salvage Sales

If following any physical loss or damage by an Insured Peril giving rise to a claim under this Policy, the **Insured** shall hold a salvage sale during the Indemnity Period clause 4.2.1.1 a) shall for the purpose of such claim read as follows:

4.2.3.1 In respect of a reduction in Gross Revenue the sum by which the Gross Revenue during the Indemnity Period (less the Gross Revenue for the period of the salvage sale) shall in consequence of the physical loss or damage by an Insured Peril fall short of the Standard Gross Revenue from which sum shall be deducted the Gross Revenue actually earned during the period of the salvage sale.

4.2.4 Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any reduction in Gross Revenue due to the physical loss or damage by an Insured Peril is postponed by reason of the Gross Revenue being temporarily maintained from accumulated stocks of **Finished Stock** in warehouses or depots.

4.2.5 Additional Increased Cost of Working

Additional Increased Cost of Working cover applies to Insured Premises when Gross Revenue Coverage is effected.

This Coverage is limited to the reasonable additional expenditure beyond recoverable under clause 4.2.1.1 b) increased cost of working, necessarily incurred during the Indemnity Period in consequence of the physical loss or damage by an Insured Peril for the sole purpose of minimizing any interruption of or interference with the **Business** which but for that expenditure would have taken place. The **Insurers** will reduce the amount payable as Additional Increased Cost of Working by the fair market value remaining at the end of the Indemnity Period for property obtained in connection with the above.

The indemnity provided is subject to the limits stated in Section 2 – Declarations.

4.3 Additional Exclusions

Notwithstanding anything contained herein to the contrary, it is hereby agreed that exclusions provided by Section 4.3 are deleted in full and replaced by the following:

In addition to the exclusions provided elsewhere in this Policy the following exclusions apply to Business Interruption Coverage:

This Section does not cover:

4.3.1 Any loss during any idle period that would have been experienced had the interruption of the **Business** not occurred. This includes but is not limited to when production, operation, services, delivery or receipt of goods or services or any other business activities would have ceased or would not have taken place or would have been prevented due to:

4.3.1.1 Planned or rescheduled shutdown;

- 4.3.1.2 Strikes or other work stoppage;
- 4.3.1.3 Any reason other than physical loss or damage insured by this Policy.

4.3.2 Any increase in Business Interruption loss due to:

- 4.3.2.1 Fines or damages for breach of contract or for late or non-completion of orders;
- 4.3.2.2 Penalties of any nature;
- 4.3.2.3 Any other consequential or remote factors.

4.3.3 Any Business Interruption loss due to a peril not insured under this Policy on or off the Insured Premises.

4.3.3.1 However in the event that an interruption is due to an Insured Peril and during such interruption a loss that is otherwise excluded occurs the Insurers will pay for the Business Interruption loss which is directly caused by the Insured Peril under this Section.

4.3.4 Any Business Interruption loss resulting from damage to property of others however this exclusion does not apply to Business Interruption loss suffered by the **Insured** as a direct result of the damage to property (of the type insured in this Policy) of others used by the **Insured**.

4.4 Indemnity Period

Notwithstanding anything contained herein to the contrary, it is hereby agreed that Section 4.4 is deleted in full and replaced by the following:

The Indemnity Period applying to any Business Interruption Coverages except as otherwise provided under any Extension of Coverage is as follows:

The period starting from the time of physical loss or damage of the type insured against during which the results of the Business shall be affected in consequence thereof and ending not later than the Maximum Indemnity Period (Time Limit) stated in Section 2 -Declarations. The expiration of this Policy will not limit the Indemnity Period.

6.7 Declaration of Values

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the following conditions provided by Section 6.7 are deleted in full and replaced by the following:

6.7.1.3 The projected Gross Revenue values to reflect a loss on the last day of the Policy Period during the full Indemnity Period.

6.7.1.4 For the Coverage of Loss of Rent (5.4.3), the projected Rent Receivable values to reflect a loss on the last day of the Policy Period during the full Indemnity Period (unless already included as part of the projected Gross Revenue).

7.0 Definitions

Notwithstanding anything contained herein to the contrary, it is further agreed that the following Definitions are added to this Policy:

Gross Revenue

The money (less discounts allowed) paid or payable to the **Insured** for goods sold and delivered and for services rendered in the course of the **Insured's Business** activities.

Standard Gross Revenue

The **Gross Revenue** during the 12 months with equal circumstances immediately prior to the date of the physical loss or damage which corresponds with the Indemnity Period.

9. Acquisition of Companies and New Locations

Section 5.4 – Extensions of Coverage to Sections 3 and 4 is extended to include the following:

The **Insurers** will pay for loss or damage caused by an Insured Peril and for the Business Interruption loss, as provided under this Policy, sustained during the Indemnity Period by any companies and any premises newly acquired by the **Insured** within the Territorial Limits stated in 1.2 provided that

- a) the **Business** activities carried on shall be of a similar nature to the **Insured's** existing **Business** activities;
- b) the **Insured** undertakes as soon as reasonably possible and in any event within the notification period stated in Section 2-Declarations to give particulars of such acquisition and to effect specific insurance thereon retrospectively from the date of its acquisition;

The **Insurers** will be entitled to charge an appropriate additional premium from the date of such acquisition

by the **Insured** and may vary the terms of this Policy in respect of such acquisition.

The **Insurers** will not pay for any loss

- 1) if such company or premises is insured by or would but for the existence of this Policy be insured by any more specific 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;
- 2) which results from **Earthquake, Volcanic Eruption, Flood, or Storm.**

10. Acquisition of New Locations

Section 5.4 – Extensions of Coverage to Sections 3 and 4 is extended to include the following:

The **Insurers** will pay for loss or damage caused by an Insured Peril and for the Business Interruption loss, as provided under this Policy, sustained by the **Insured** during the Indemnity Period to any premises newly acquired by the **Insured** within the Territorial Limits stated in Section 1.2 provided that the **Insured** undertakes as soon as reasonably possible and in any event within the notification period stated in Section 2-Declarations to give particulars of such acquisition and to effect specific insurance thereon retrospectively from the date of its acquisition.

The **Insurers** will be entitled to charge an appropriate additional premium from the date of such acquisition by the **Insured** and may vary the terms of this Policy in respect of such acquisition.

The **Insurers** will not pay for any loss

- i. if such premises is insured by or would but for the existence of this Policy be insured by any

more specific 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;

- ii. which results from **Earthquake, Volcanic Eruption, Flood or Storm**.

11. Better Green™ Coverage

Section 5.4 – Extensions of Coverage to Sections 3 and 4 is extended to include the following:

This Section includes the reasonable additional reinstatement costs, expenses and additional Business Interruption loss necessarily incurred by the **Insured** following Damage by an Insured Peril (if such costs are not covered elsewhere within this Policy) to rebuild replace repair or restore the Property Insured at the Insured Premises with products or building materials from one or more of the following standards:

BREEAM®;

LEED®;

Green Globes™

If the Insured Premises which has incurred the physical loss or damage by an Insured Peril is outside of the territory where the above standards are recognized an equivalent nationally recognized and applicable standard relating to improving the environment shall apply

A. Enhanced Upgrade Cover

The **Insurers** will pay for the actual costs (incl. certification fees, accredited professional fees and engineering fees) incurred by the **Insured** to upgrade

- a) interior and exterior finishes including improvements and betterments;
- b) mechanical systems including improvements and betterments,

that have been physically damaged by an Insured Peril, with products, building features or building techniques from one or more of the standards mentioned above.

This coverage shall only apply to Property Insured following Damage by an Insured Peril and not to any undamaged Property Insured or portions thereof.

B. Existing Green Cover

The **Insurers** will also pay for the following reasonable and necessary costs incurred and the additional Business Interruption loss, when the building or structure at the Insured Premises is certified BREEAM, LEED®, Green Globes™ or foreign equivalent certified at the time of physical loss or damage:

- a) The cost incurred of indoor air quality testing: If air quality within such Property Insured at the Insured Premises is changed due to physical loss or damage by an Insured Peril, then this Policy covers the cost of BREEAM, LEED®, Green Globes™ or foreign equivalent certified air flush-out procedure on the Insured Premises. This also covers the additional cost to replace all air filters except those that have been processing only outside air.

- b) The Additional Business Interruption loss, resulting from the loss of government subsidized financial incentives, utility cost credits, reduced loan rates compared to other borrowers or other incentives, due to physical loss or damage by an Insured Peril to Property Insured, during the Period of Indemnity until the earlier of:
- (1) The date any government subsidized financial incentive, utility cost credits, reduced loan rate compared to other borrowers or other incentive are reinstated to the terms that existed prior to the loss if still available; or
 - (2) The Maximum Period of Indemnity as shown in Section 2-Declarations;

Under this Extension of Cover, the **Insurers** will not pay for any costs or Business Interruption loss incurred in complying with stipulations:

- i. under which notice has been served upon the **Insured** prior to the happening of the Damage
- ii. for which there is an existing requirement which has to be implemented within a given period

Definitions applicable to this Endorsement

BREEAM®

(BRE Environmental Assessment Method) Leading environmental assessment method for buildings. It sets standards for best practice in sustainable design. BREEAM addresses wide ranging environmental and sustainability issues.

Green Globes™

An environmental assessment, education and rating system promoted in the United States by the Green Building Initiative.

LEED®

The Leadership in Energy and Environmental Design Green Building Rating System™ which is a voluntary, consensus-based national rating system for developing high-performance, sustainable buildings developed and promulgated by The U.S. Green Building Council (USGBC). LEED® addresses all building types and emphasizes state-of-the-art strategies in five areas: sustainable site development, water savings, energy efficiency, materials and resources selection, and indoor environmental quality.

12. Completed Civil Engineering Structures

Notwithstanding anything contained herein to the contrary, it is hereby agreed that Property Excluded paragraphs 3.2.5 and 3.2.6 are partially amended as follows.

- 3.2.5 Dams, reservoirs, canals, bridges, viaducts, rigs, wells, tunnels, excavations, culverts, embankments, docks, piers, jetties, property underground (located below lowest floor level of the insured buildings/premises) and off-shore property unless specifically provided as a Special Extension under this Policy and then only within the limits and definitions of that Special Extension
- 3.2.6 Land (including underlying soil), driveways, pavements, roads, airport runways, and railway lines unless specifically provided as a Special Extension under this Policy and then only within the limits and definitions of that Special Extension

Section 5.5 – Special Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for physical loss or damage from **Fire**, lightning, **Explosion**, aircraft or other aerial devices or articles dropped from them, riot, , strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, **Earthquake, Volcanic Eruption, Flood or Storm**, bursting overflowing discharging or leakage of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal not otherwise excluded to **Completed Civil Engineering Structures** as provided under this Policy at the Insured Premises as more fully defined within the **Schedule of Locations** and where **Insurers** have specifically agreed in writing to provide Coverage for

For the purpose of this Extension of Coverage, **Completed Civil Engineering Structures** shall mean dams, reservoirs, canals, bridges, viaducts, rigs, wells, tunnels, excavations, culverts, embankments, docks, piers, jetties, driveways, pavements, roads, airport runways, and railway lines including foundations, forming embankments and cuttings, retaining walls, gates and fences.

The **Insurers** will not pay for loss or damage under this Extension of Coverage:

- i. to land (including underlying soil) and off-shore property, river or marine piers and bridges and
- ii. any Consequential Loss.

Consequential Loss means any financial loss of any kind or description whatsoever, including financing or funding costs, penalties, liquidated damages, loss of profit, loss of opportunity, losses due to delay, lack of performance or loss of contract.

The basis of loss settlement under this Endorsement shall be as follows:

1. Where damage can be repaired, the **Insurers** shall indemnify the **Insured** in respect of the costs necessarily and reasonably incurred by the **Insured** to restore the damaged property to its condition immediately before the **Occurrence**.
2. In the event of a total loss, the **Insurers** liability to indemnify under this Endorsement shall be limited to the replacement or reinstatement cost of the Property Insured. The work of reinstatement or replacement may be carried out at another location and in any manner suitable to the requirements of the **Insured** subject to the liability of the **Insurers** (under this Endorsement or any other Section of this Policy) not being thereby increased.

13. Computer Breakdown

Computer Breakdown cover applies only when Machinery Breakdown coverage has not been effected

Notwithstanding anything contained herein to the contrary, it is hereby agreed that Excluded Perils paragraph 3.4.2.6 is partially replaced by the following as it relates to **Computer Equipment** defined hereunder

Section 5.5 – Special Extensions of Coverage to Sections 3 and 4 is extended to include the following:

The **Insurers** will pay for physical loss or damage to the **Computer Equipment** used by the **Insured** at the Insured Premises directly caused by or resulting from **Residual Breakdown**.

It is a condition precedent to the liability of the **Insurers** under this Endorsement that all **Computer Equipment** is the subject of an **Approved Maintenance Agreement**.

The **Insurers** will also pay for

- a) Additional Expenditure necessarily and reasonably incurred by the Insured in consequence of physical loss or damage to the Computer Equipment at the Insured Premises caused by a Residual Breakdown which manifests itself during the Policy Period to prevent or minimise the interruption of or interference with Operations normally carried out by or on the Computer Equipment;
- b) Additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of the Computer Equipment by a new agreement for similar equipment in consequence of damage covered by Computer Breakdown provided that the period in respect of which such charges shall be paid shall not extend beyond the expiry date of the original agreement.

The **Insurers** will not pay for:

- i. Loss or damage to Computer Equipment, which is recoverable under an Approved Maintenance Agreement;
- ii. Loss or damage for which any manufacturer supplier or agent is responsible under the terms of a guarantee;
- iii. Loss or damage for which the Insured is relieved of responsibility under any rental hire or lease agreement;
- iv. the cost of repairs or replacements necessitated solely by wasting, wearing away or wearing out caused by or naturally resulting from ordinary use or working, rusting or gradual deterioration of any part of an item of Computer Equipment. But loss or damage resulting from subsequent Residual Breakdown is not excluded;
- v. Additional Expenditure
 1. incurred more than 12 months after the date on which the damage manifests itself;
 2. in consequence of failure to comply with the Supplementary Conditions for back-up of data records;
 3. in consequence of:
 - a) the use by the Insured of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven;
 - b) programming errors or design defects in software;
- vi. Replacement of software licence agreements unless otherwise agreed by the **Insurers**;
- vii. **Cyber Loss and Electronic Data**
Loss or damage
 1. to any Computer Equipment arising directly or indirectly from a **Cyber Loss**; and/or
 2. liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Electronic Data**, unless covered within the limits and the provisions of the Extension of Cover 5.2.16 Valuable Papers and Records.
- viii. Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein;
- ix. Loss or damage resulting from a peril otherwise excluded under this Policy;
- x. Any Business Interruption loss other than Additional Expenditure covered hereunder resulting from damage to Computer Equipment

Condition applicable to Computer Breakdown cover

The **Insured** will back-up data records in line with the Supplementary Conditions for back-up of data records specified under 6.26.7.

Definitions applicable to Computer Breakdown Endorsement

Computer Equipment

All computer equipment owned by or leased to the **Insured** for the purpose of the **Business**, and which is included within the Property Insured, this means in particular:

- a) computer equipment (including interconnecting wiring fixed disks and telecommunications equipment) used for the storage and communication of **Electronic Data**;
- b) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptible power supply voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat smoke and water detection equipment, lightning and transient overvoltage protection devices, computer furniture gas flooding cylinders and pipework and computer room partitioning.

Residual Breakdown

Damage to the insured Computer Equipment not recoverable under a maintenance rental hire or lease agreement resulting from the actual breaking distortion or electrical burn-out of any part whilst in use arising from defects in the Computer Equipment causing sudden stoppage of its function and requiring its repair or replacement

Approved Maintenance Agreement

An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of breakdown arising out of normal use. The **Insured** shall supply to the **Insurers** a copy of any such agreement on request.

14. Denial of Access (Non-Damage Extension)

Section 5.3 – Extensions of Coverage to Section 4 is extended to include the following:

- a) The **Insurers** will pay for the Gross Profit loss sustained by the Insured as provided under this Policy resulting from the necessary interruption or interference of the Insured's Business in consequence of the Insured Premises or property within the vicinity of the Insured Premises containing or thought to contain a harmful device provided that the police shall be informed immediately the **Insured** is aware of the presence or suspected presence of such harmful device, or
- b) action by the civil authority following danger or disturbance in the vicinity of the Insured Premises, which prevents or hinders the use of the Insured Premises or access thereto. That interruption or interference must result from a civil authority's response to an incident within the distance of the Insured Premises as stated in Section 2 Declarations. The Insurers will pay for the actual Gross Profit loss sustained during the time the order remains in effect but not exceeding the number of consecutive days following such order as stated in Section 2 – Declarations.

The **Insurers** will not pay for Gross Profit loss or expense directly or indirectly caused by, contributed to or arising from or in connection with

- i. physical loss or damage caused by an Insured Peril or a peril otherwise insurable under this Policy;
- ii. strikes, picketing, labour disturbances or trade disputes;
- iii. any type of bodily injury, death or **Communicable Disease**.

This Policy also excludes any claim:

- 1. arising from or in connection with any fear or threat (whether actual or perceived) of such a bodily injury, death or **Communicable Disease**;
- 2. directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of a **Communicable Disease**.

If the **Insurers** allege that by reason of this exclusion, any claim is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**.

- iv. a Cyber Loss;
- v. a condition in the Insured Premises arising from:
 - 1. any cause within the control of the Insured;
 - 2. defects in the drains or other sanitary arrangements on the Insured Premises;
 - 3. vermin or pests at the Insured Premises;
- vi. the **Business** being discontinued permanently or if a liquidator or receiver is appointed;
- vii. actions of which the **Insured** has been given prior notice;
- viii. **Earthquake, Volcanic Eruption, Flood or Storm**;
- ix. any Denial of Access of less than the **Qualifying Period**.

15. Exhibitions (Excluding Transit)

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for physical loss or damage by an Insured Peril to exhibition stands, furnishings and equipment and other Property Insured whilst such property is temporarily at any exhibition or trade show but excluding any transit to and from any exhibition (including loading, temporary housing “en route” and unloading in connection therewith) provided the exhibition or trade show is within the territorial limits stated in 1.2.

The **Insurers** will not pay for:

- i. Property otherwise insured whether by the Insured or otherwise except in respect of excess payments in accordance with paragraph 6.18 ‘Other Insurance’;
- ii. Loss which results from **Earthquake, Volcanic Eruption, Flood or Storm**.

16. Exhibitions (Including Transit)

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for physical loss or damage by an Insured Peril to exhibition stands, furnishings and equipment and other Property Insured whilst such property is temporarily at any exhibition or trade show, provided the exhibition or trade show is within the territorial limits stated in 1.2. Further the **Insurers** will pay for physical loss or damage to the Property Insured whilst **In Transit** thereto or therefrom by road, rail or inland waterway including loading and unloading and temporary housing in the course of transit within the territorial limits stated in 1.2.

The **Insurers** will also pay for any necessary and reasonable cost incurred in:

- a) conveyance of the Property Insured and its container to another vehicle following the

- disabling of the original conveying vehicle by its catching **Fire**, collision or overturning, including delivery to the original destination or return to the point of despatch;
- b) reloading the Property Insured and its container in the event of its falling from the conveying vehicle;
 - c) clearance of the debris of the Property Insured and its container following its damage or destruction provided this cost is not recoverable under another policy or from any other source.

The **Insurers** will not pay for:

- i. Property otherwise insured whether by the Insured or otherwise except in respect of excess payments in accordance with paragraph 6.18 'Other Insurance';
- ii. Loss which results from **Earthquake, Volcanic Eruption, Flood or Storm**
- iii. Physical loss or damage by an Insured Peril to Property **In Transit**:
 - (1) by air or sea;
 - (2) resulting from atmospheric or climatic conditions unless reasonable precautions have been taken to protect the Property Insured against such conditions;
 - (3) arising as a result of packing being inadequate to withstand normal handling during transit, or due to insufficient labelling or incorrect addressing;
 - (4) carried by the Insured for hire or reward;
 - (5) by theft or attempted theft from any vehicle whilst the vehicle is unattended by the driver or mate unless all windows, doors and other means of access are fully closed, fastened and where possible locked and all keys are removed from the vehicles to a place of safety;
 - (6) resulting from any cause which is otherwise excluded by this Policy.

17. Hired-in Plant

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for the **Insured's** legal liability under the terms of the hiring agreement or otherwise following physical loss or damage caused by an Insured Peril to pay compensation for loss of or damage to Hired-in Plant and machinery or plant on free loan whilst in the **Insured's** custody or under his control at an Insured Premises as well as the subsequent continuing hire charges, provided that the continuing hire charges shall commence 24 hours after the **Occurrence** of the physical loss or damage.

Hired-in Plant means the contractors' plant hired-in by the **Insured**, but not on hire purchase to the **Insured** comprising all types of contractors' plant.

18. Inland Transit

Notwithstanding anything contained herein to the contrary, it is hereby agreed that Property Excluded paragraph 3.2.10 is amended as follows:

- 3.2.10 Property **In Transit** unless specifically provided as a Special Extension under this Policy and then only within the limits and definitions of that Special Extension.

Section 5.5 – Special Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for physical loss or damage by an Insured Peril to Property Insured whilst **In Transit** within the territorial scope of this Policy by road, rail or inland waterway including loading and unloading and temporary housing limited to 90 consecutive days, whilst in the course of transit.

The **Insurers** will also pay for any necessary and reasonable cost incurred in:

- a) conveyance of the Property Insured and its container to another vehicle following the disabling of the original conveying vehicle by it catching **Fire**, collision or overturning, including delivery to the original destination or return to the point of despatch;
- b) reloading the Property Insured and its container in the event of them falling from the conveying vehicle;
- c) clearance of the debris of the Property Insured and its container following its damage or destruction provided this cost is not recoverable under another policy or from any other source.

The **Insurers** will not pay for physical loss or damage by an Insured Peril to Property **In Transit**:

- i. by air or sea;
- ii. resulting from atmospheric or climatic conditions, unless reasonable precautions have been taken to protect the Property Insured against such conditions;
- iii. arising as a result of packing being inadequate to withstand normal handling during transit, or due to insufficient labelling or incorrect addressing;
- iv. carried by the Insured for hire or reward;
- v. by theft or attempted theft from any **Vehicle** whilst the **Vehicle** is unattended by the driver or mate, unless all windows, doors and other means of access are fully closed, fastened and where possible locked and all keys are removed from the **Vehicle** to a place of safety;
- vi. resulting from any cause which is otherwise excluded by this Policy.

The **Insurers** will also not pay for any Business Interruption loss.

19. Loss of Attraction

Section 5.3 – Business Interruption is extended to include the following:

The **Insurers** will pay for the actual Gross Profit loss as provided under this Policy sustained by the **Insured** directly resulting from the interruption of the **Insured's Business** at an Insured Premises if the interruption results from physical loss or damage caused by an Insured Peril to property (of the type insurable under this Policy) located within the distance of the Insured Premises as stated in Section 2 – Declarations and as a direct result there is a fall in the number of customers attracted to the Insured Premises.

It shall be deemed that an incident has occurred if there is an identifiable reduction in the **Insured's Business** solely in consequence of the incident. The **Insurers** will pay for the actual Gross Profit loss sustained during the interruption or interference with the **Insured's Business** but not to exceed the number of consecutive days as stated in Section 2 -Declarations following such Loss of Attraction.

The Insurers will not pay for Gross Profit loss:

- i. caused by **Earthquake, Volcanic Eruption, Flood or Storm**
- ii. resulting from any Loss of Attraction lasting less than the **Qualifying Period**.

20. Margin/Inflation

Section 6.22 – General Conditions Valuation in Section 6 is extended to include the following

In the event of any claim for physical loss or damage caused by an Insured Peril to Property Insured, the **Insurers** will pay for the additional cost of reinstatement for buildings and plant due purely to inflationary factors, provided that

- (1) the declaration of values by the **Insured** was in accordance with paragraph 6.7 Declaration of Values and Average; and
- (2) the **Insured** has stated in writing the declared value for each of the said items.

Coverage includes also inflation occurring during the period of reinstatement, provided the reinstatement commences and proceeds without unreasonable delay

The **Insurers** will not pay more than the costs, which have actually been incurred but not exceeding 10 % of the declared value for each individual item of buildings and plant being reinstated. This clause does not alter any Limits of Liability in the Policy.

21. Escape of Molten Material

Section 5.2 – Extensions of Coverage to Section 3 Property Damage is extended to include the following:

The **Insurers** will pay for physical loss or damage to Property Insured caused by the sudden and accidental escape of molten metal not contained within any escape channel or catchment area designed for this purpose including the cost of removal thereof or clearance of the Insured Premises following such escape whether such escape is due to the use of equipment by the **Insured** or of any employees of the **Insured** or not.

The **Insurers** will not pay for:

- i. physical loss or damage to furnace linings, moulds or ladles from which the molten metal escapes;
- ii. loss or damage to the escaped molten metal;
- iii. liability to repair, clear or make good drains or watercourses;
- iv. physical loss or damage where the **Insured** has not maintained the seatings or other supports to buildings, plant and machinery in a good state of repair; or
- v. physical loss or damage where the linings of electrical furnaces have not been examined at least weekly and renewed if necessary.

22. Fines and Damages

Section 5.3 – Extensions of Coverage to Section 4 is extended to include the following:

The **Insurers** will pay for such sums as the **Insured** shall be legally liable to pay and shall pay in discharge of fines or damages incurred solely in consequence of the physical loss or damage by an Insured Peril for non-completion or late completion of orders in place before loss or damage occurred.

23. Land and Water Contaminant Clean-up

Section 5.2 – Extensions to Section 3 is extended to include the following:

The **Insurers** will pay for the reasonable and necessary cost for the clean-up, removal and disposal of the appropriately evidenced presence of **Contaminants** from uninsured property consisting of land, water or any other substance in or on land at the Insured Premises if the release, discharge or dispersal of such **Contaminants** is a result of physical loss of or damage by an Insured Peril to Property Insured, always provided that law or ordinance requiring the removal exists at the time of loss and any government agency, court or fully recognised authority regulating **Contamination** is enforcing the removal of contaminated property in a manner to satisfy legal requirements.

The **Insurers** will not pay for the cost to clean-up, remove and dispose of **Contamination** from such property:

- i. at any premises where the building or structure is not insured by this Policy against the Insured Peril causing the sudden and accidental physical loss;
- ii. when the authorities fail to issue instructions to clean-up, remove and dispose of **Contamination** within one year following the **Occurrence** of the physical loss or damage or when the **Insured** fails to give written notice of loss to the **Insurers** within 180 days of the notification by the authorities, whichever occurs earlier.

For the purpose of this Extension the following Definition applies:

Contaminant means any solid, liquid, gaseous, thermal or other irritant, pollutant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste (including materials to be recycled, reconditioned or reclaimed), asbestos, ammonia, other hazardous substances, **Fungus** or **Spores**.

24. Locks and Keys

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for the necessary replacement of any locks keys or combinations or the opening of any safe or strong room following loss or damage of keys or combinations for the Insured Premises and of safety deposit boxes leased by the **Insured**, following theft occurring:

- a) in or on the Insured Premises; or
- b) at the private residence of the **Insured** or any employee authorised to hold such keys or combinations,
by:
 - (1) entry into or exit from buildings by forcible or violent means; or
 - (2) assault or violence to the **Insured** or any employee of the **Insured** or an employee's family member.

25. Metered Substances

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for the cost of metered water, gas, electricity or other metered substance for which the **Insured** is legally responsible arising from its escape, provided that the amount payable in respect of any one premises is limited to such excess water, gas or electricity charges resulting from the accidental escape of water, gas or other metered substance from pipes, apparatus or tanks and the additional accidental discharge of electricity, in consequence of an Insured Peril at the Insured Premises and shall be ascertained by comparing:

- a) the charge by the supplier of water, gas or electric or other metered substance on their account for the period during which the Insured Peril occurred; with
- b) the normal charges adjusted for any other relevant factors affecting the **Insured's** consumption of water, gas or electric or other metered substance during such a period.

26. Royalties

Section 5.3– Extensions of Coverage to Section 4 Business Interruption is extended to include the following:

The **Insurers** will pay for loss of **Royalties** following physical loss or damage by an Insured Peril to property (of the type insurable under this Policy) at the premises of any third party company or individual located within the territorial scope of this Policy with whom the **Insured** has a **Royalty** agreement.

The amount payable as indemnity shall be the amount by which the **Royalties** during the **Indemnity Period** shall in consequence of the physical loss or damage by an Insured Peril falling short of the **Standard Royalties** less any sum saved during the Indemnity Period in respect of such charges and expenses of the **Business** relating to the earning of **Royalties** as may cease or be reduced in consequence of the physical loss or damage by an Insured Peril.

The **Insurers** will not pay for loss of **Royalties**:

- i. from group internal or comparable income, especially in case of imputed income and income billed to each other.
- ii. due to **Earthquake, Volcanic Eruption, Flood or Storm**, unless specifically granted under this Policy for premises declared to the **Insurers** prior to the **Occurrence**.

For the purpose of this Extension the following Definitions apply:

Royalties means income normally derived by the **Insured** from the use by others of patents, rights and/or formulae of the **Insured** for which compensation or payment is made in the form of royalties, licensing fees, technical fees, commissions and/or dividends.

Standard Royalties mean the **Royalties** during that period in the 12 months immediately before the date of the physical loss or damage by an Insured Peril which corresponds with the Indemnity Period appropriately adjusted where the Maximum Indemnity Period exceeds 12 months.

27. Vehicles on Insured Premises (Full Cover)

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

Notwithstanding exclusion 3.2.8, the **Insurers** will pay for physical loss or damage by an Insured Peril to own and/or third party **Vehicles** licensed for road use (including accessories thereon) whilst at an Insured Premises.

The **Insurers** will not pay for physical loss or damage to **Vehicles** that are more specifically insured, except for any excess value beyond the more specific insurance. Any specific insurance for **Vehicles** is deemed to inure to the benefit of this Policy and will be taken into consideration first.

The replacement value for licensed **Vehicles** (including accessories thereon) is the **Actual Cash Value**.

28. Vehicles on Insured Premises (Limited Cover)

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

Notwithstanding exclusion 3.2.8, the **Insurers** will pay for physical loss or damage directly from a peril listed below to own and/or third party **Vehicles** licensed for road use (including accessories thereon) whilst parked at an Insured Premises.

Listed Perils:

Fire;

Explosion.

The **Insurers** will not pay for physical loss or damage to **Vehicles** that are more specifically insured, except for any excess value beyond the more specific insurance. Any specific insurance for **Vehicles** is deemed to inure to the benefit of this Policy and will be taken into consideration first.

The replacement value for licensed **Vehicles** (including accessories thereon) is the **Actual Cash Value**.

29. Ammonia Contamination

Section 5.5.1 – Extensions of Coverage to Special Extension of Coverage to Section 3 Machinery Breakdown, is extended to include the following:

The **Insurers** will pay for physical loss or damage to Property Insured being stock in any cold chamber at an Insured Premises caused by or resulting from the sudden and accidental discharge, dispersal, seepage, migration, release or escape of ammonia in consequence of a Machinery Breakdown.

The term stock in any cold chamber will include stock which at the time of the breakdown giving rise to the Ammonia Contamination is elsewhere at the Insured Premises and which but for the breakdown would in the normal course be placed in the cold chamber.

Subject otherwise to the terms Conditions and exclusions of this Policy.

The **Insurers** will not pay for physical loss or damage resulting from Ammonia Contamination in any cold chamber due to an interruption of the refrigeration process lasting less than the **Qualifying Period** stated in **Error! Reference source not found.**

30. Errors and Omissions

Section 5.4 – Extensions of Coverage to Sections 3 and 4 is extended to include the following:

The **Insurers** will pay for loss or damage by an Insured Peril to property (of the type insurable under this Policy) which is not payable under this Policy because of an unintentional error or omission at the time of Policy inception in the description or inclusion of any Insured Premises owned, occupied, leased or rented by the **Insured** to be Property Insured; but only to the extent this Policy would have provided Coverage had the unintentional omission or error not been made.

This Extension of Coverage includes the Business Interruption loss sustained by the **Insured** during the Indemnity Period resulting from the necessary interruption of the **Business** at that Insured Premises

if the interruption is caused by loss or damage by an Insured Peril to the property, which was not included or properly described.

The **Insured** must report any unintentional error or omission as soon as reasonably possible. The **Insurers** will be entitled to charge an appropriate additional premium in relation to risks that may arise as a result of the correction of the error or omission starting from the date the error or omission was made.

This Extension of Coverage does not apply if there is Coverage available under Extension 5.4.1 'Miscellaneous Unnamed Locations' of this Policy.

The **Insurers** will not pay for loss or damage directly or indirectly caused by or resulting from **Earthquake, Volcanic Eruption, Flood, or Storm** regardless of any other cause or event whether or not insured under this Policy contributing concurrently or in any other sequence to the loss.

31. Leasehold Interest (Loss of Use)

Section 5.3 – Extensions of Coverage to Section 4 is extended to include the following:

The **Insurers** will pay for the actual Leasehold Interest loss incurred by the **Insured** (as lessee) resulting from physical loss of or damage caused by an Insured Peril to a building (or structure) which is leased and not owned by the **Insured**, as follows:

- a) If the building (or structure) becomes wholly un-tenantable or unusable and the lease agreement requires continuation of the rent, the **Insurers** will pay the **Insured** the present value of the actual rent payable for the unexpired term of the lease, not including any options;
- b) If the building (or structure) becomes partially un-tenantable or unusable and the lease agreement requires continuation of the rent, the **Insurers** will pay the **Insured** for the present value of the proportionate amount of the actual rent payable for the unexpired term of the lease, not including any options; or
- c) If the lease is cancelled by the lessor pursuant to the terms of the lease agreement or by operation of law, this Policy will pay the **Insured** for their **Lease Interest** for the first three (3) months following the loss or damage and for their **Net Lease Interest** for the remaining unexpired term of the lease;

But not to exceed the Maximum Indemnity Period applying to this Extension of Coverage.

The **Insured** must use any suitable property or service owned, controlled, or obtainable from any source to reduce the loss.

The **Insurers** will not pay for:

1. Any loss from the **Insured** exercising an option to cancel the lease; or
2. Any loss from an act or omission by the **Insured** that constitutes default under the lease.

For the purpose of the Extension of Coverage, the following definitions apply:

Lease Interest means the excess rent paid for the same or similar replacement property over actual rent otherwise payable had there been no loss or damage, plus cash bonuses or advance rent paid

(including any maintenance or operating charges) for each month during the unexpired term of the lease.

Net Lease Interest means the present value of the **Lease Interest** discounted at six percent 6% interest compounded annually (minus the amount paid for the first (3) months Lease Interest following the loss or damage and any amounts otherwise payable).

32. Theft

Section 5.6 – Defined Perils is extended to include the following:

The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and resulting Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by theft or attempted theft of Property Insured:

- a) in or on the Insured Premises following assault or violence to the **Insured** or any employee of the **Insured**; or
- b) entry into or exit from buildings at the Insured Premises by forcible and violent means.

The **Insurers** will not pay for loss or damage to the Property Insured caused by or resulting from theft or attempted theft of Property Insured when the Insured Premises are unoccupied for more than 30 consecutive days unless the **Insured** gives the **Insurers** notice and the **Insurers** have specifically agreed in writing to provide Coverage.

3.4 Excluded Perils

It is agreed, that the Policy is modified as follows:

- i. Excluded Peril 3.4.2.2 clause d) is deleted in full;
- ii. Excluded Peril 3.4.2.3 is deleted in full and replaced as follows:

3.4.2.3 Theft or attempted theft of Property Insured) while in the open or elsewhere than at the Insured Premises.

- iii. Excluded Peril 3.4.2.4 is deleted in full and replaced as follows:

3.4.2.4 Theft of Property Insured in or on the Insured Premises unless specifically provided as a Defined Peril under this Policy and then only within the limits and definitions of that Defined Peril.

For the purpose of this exclusion, theft shall include damage to buildings or other Property Insured at the Insured Premises, which directly results from theft or attempted theft.

33. Radioactive Contamination

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

Notwithstanding Excluded Perils 3.4.3.1 and 3.4.3.2, the **Insurers** will pay for physical loss of or damage to Property Insured at an Insured Premises caused by sudden and accidental radioactive contamination, including resultant radiation damage, provided:

- a) the radioactive contamination arises out of material which is commonly known to be radioactive and which is used at the Insured Premises as part of the **Insured's business** activities; and
- b) there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction, nor any new or used nuclear fuel which is intended for or which has been used in that type of nuclear reactor at the Insured Premises.

34. Transit (Broad Cover)

Section 5.5 – Special Extensions of Coverage to Sections 3 and 4 is extended to include the following:

Notwithstanding anything contained herein to the contrary, it is hereby agreed that Property Excluded paragraph 3.2.10 is amended as follows:

3.2.10 Property **In Transit** unless specifically provided as a Special Extension under this Policy and then only within the limits and definitions of that Special Extension.

The **Insurers** will pay for loss or damage caused by an Insured Peril to property whilst **In Transit** within the Territorial limits and including:

- a) the **Insured's** interest in Free on Board (F.O.B) shipments, Free-Along-Side (F.A.S) shipments and Returned shipments. The **Insured's** contingent interest is admitted;
- b) the **Insured's** loss of property caused by fraud or deceit perpetrated by any person or persons who may represent themselves to be the proper party or parties to receive goods for shipment or accept goods for delivery;
- c) the **Insured's** legal liability as a carrier of lawful goods and merchandise by vehicles under bills of lading or shipping receipts issued by the **Insured**, while in the **Insured's** custody or in the custody of connecting carriers **In Transit**;
- d) the **Insured's** interest in general average, salvage and other charges on shipments covered hereunder;
- e) the **Insured** is granted the privilege to ship under released or limited bills of lading or shipment receipts

The **Insurers** will also cover the Business Interruption loss:

- f) sustained by the **Insured** during the Indemnity Period directly resulting from the interruption of the **Insured's Business** activities at the destination premises, as provided under this Policy, if the interruption is caused by a direct physical loss of or damage caused by an Insured Peril to property (of the type insurable under the Policy, other than **Finished Stock**) whilst **In Transit**.

The **Insurers** will pay for the reasonable and necessary increased cost of working incurred by the **Insured**, during the **Indemnity Period**, to resume and continue as nearly as practicable the **Insured's** normal **Business** activities that otherwise would be necessarily interrupted, due to direct physical loss of or damage caused by an Insured Peril to such property **In Transit**

The **Insurers** will reduce the amount payable as increased cost of working by the fair market value remaining at the end of the Indemnity Period for property obtained in connection with the above.

Increased cost of working means the additional expenditure necessarily and reasonably incurred to continue the **Insured's Business** activities over and above the amount the **Insured** would have normally incurred had there been no direct physical loss of or damage caused by an Insured Peril to property **In Transit**. Increased cost of working does not include any Gross Profit loss, the cost

of permanent repair or replacement of property that has suffered direct physical loss or damage, or expenses otherwise payable elsewhere in the Policy.

Coverage in respect to the above:

- g) starts when Property Insured is in or on the transporting vehicle and the vehicle leaves the originating premises; and
- h) ends upon arrival at the destination premises and the goods are transferred to the custody and control of the consignee, warehouseman, or receiver.

The **Insurers** will not pay for loss or damage to:

- i. property while waterborne, except:
 - a. while on the navigable inland waterways;
 - b. while on roll-on/roll-off ferries between countries; or
 - c. while on coastal shipments.
- 1 property shipped by mail from the time it passes into custody of any governmental postal service;
- ii. property for sale while in the care, custody or control of the **Insured's** sales persons or representatives;
- iii. any conveyance used for property **In Transit**;
- iv. property insured under any import or export ocean marine insurance; or
- v. property under airborne shipment unless by regularly scheduled passenger airlines or air freight carriers.
- vi. property of the type not insurable under this Policy.

If this Policy expires whilst property is **In Transit**, coverage is extended until the shipment is delivered to its final destination.

35. Flood including ensuing Storm Surge

Section 5.6 – Defined Perils

Notwithstanding anything contained herein to the contrary, it is hereby agreed that Defined Perils paragraphs 5.6.2.1 and 5.6.3.1 are amended as follows.

5.6.2 Flood

- 5.6.2.1 The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by **Flood** regardless of any other cause or event contributing concurrently or in any other sequence of loss.

Loss or damage by **Flood** includes any ensuing physical loss or damage.

Any loss or damage resulting from **Earthquake** or **Volcanic Eruption** will not be considered to be loss by **Flood**. Any loss or damage caused by **Flood** resulting from **Storm** will be considered to be loss by **Flood**.

5.6.3 Storm

- 5.6.3.1 The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by a **Storm** regardless of any other cause or event contributing concurrently or in any other sequence of loss.

Loss or damage by **Storm** includes any ensuing physical loss or damage, except for any loss or damage caused by **Flood**. Any loss or damage caused by **Flood** will not be considered to be loss by **Storm**.

All other paragraphs remain unchanged.

Section 7 - Definitions

The following Definitions are amended as follows:

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas or structures including the backup of water from a sewer drain or sump caused in whole or part by **Flood** caused by:

- a) the unusual and rapid accumulation or run off of surface waters, waves, tides, the release of water (other than tanks apparatus or pipes), the rising, overflowing or breaking of boundaries of nature or man-made bodies of water or the spray from them all whether driven by wind, **Storm** or not.

Loss or damage by **Flood** will not include waves, tides, tidal waves or tsunami caused by or resulting from **Earthquake** or **Volcanic Eruption**.

- b) mudflow or mudslides caused by accumulation of water on or under the ground.

Storm means storm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including subsequent physical loss or damage caused by water that backs up from a sewer or drain as a direct result thereof.

Loss or damage by **Storm** will not include loss or damage caused by **Storm Surge**.

For the purpose of this Policy, **Storm** is understood to mean a wind with the minimum velocity shown in the Definitions Section of the Policy.

The following Definition is added:

Storm Surge is a general and temporary condition of partial or complete inundation by brackish or saltwater, caused by wind driven waves that result from a **Storm**, of normally dry land areas or structure(s) in coastal areas, bays or inland waters connected to an ocean or sea.

36. Unnamed Perils

Section 3.4- Excluded Perils is extended under 3.4.3 to include the following:

This Policy does not cover any loss or damage to any property whatsoever arising directly or indirectly from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Any peril other than physical loss or damage to the Property Insured caused by **Fire**, lightning Aircraft Impact and **Explosion**, unless specifically provided as a Special Extension of Coverage or as a Defined Peril, under this Policy and then only within the limits and definitions of that Special Extension of Coverage or Defined Peril.

Section 5.6 – Defined Perils is extended to include the following:

Unnamed Perils

The **Insurer** will pay for sudden and accidental physical loss or damage to Property Insured and Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by a Peril not excluded under Section 3.4 and not being a Special Extension of Cover or another Defined Peril, whether insured or not under this Policy, regardless of any other cause or event contributing concurrently or in any other sequence of loss.

It is agreed, that Unnamed Perils are not deemed to be a Defined Peril in the sense of Exclusions paragraphs 3.4.2.1 and 3.4.2.5. and that **Insurers** will not pay for such loss or damage from such an Excluded Peril.

The **Insurer** will not pay for any loss or damage, which is excluded from a Special Extension of Coverage or another Defined Peril under this Policy.

37. Deferred Payments

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for direct physical loss of or damage caused by an Insured Peril to **Finished Stock**. Such **Finished Stock** must be sold by the **Insured** under a conditional sale, trust agreement, or instalment or deferred payment plan. Such **Finished Stock** must have been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the **Insured** will use all reasonable efforts, including legal action, if necessary, to collect outstanding amounts due or to regain possession of the **Finished Stock**.

The **Insurers** will not pay for loss or damage:

- a) Pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the **Insured**;
- b) From theft or conversion by the buyer of the **Finished Stock** after the buyer has taken possession of such **Finished Stock**;
- c) To the extent the buyer continues payments; or
- d) Of **Finished Stock** otherwise insured whether by the **Insured** or otherwise; or
- e) Not occurring within the Territorial Limits of this Policy.

For property covered under this Extension of Coverage, the replacement value will be the lesser of the total amount of:

1. Un-paid instalments less finance charges; or
2. the **Actual Cash Value** of the property at the time of loss; or
3. the cost to repair or replace with material of like size, kind and quality.

38. Breakage of Fixed Glass

3.4 Excluded Perils

It is agreed, that the Policy is modified as follows.

Excluded Perils Section 3.4.2.2 e) is amended as follows:

- e) breakage of fixed glass (coverage is only provided when insured as a Defined Peril under this Policy and then only within the limits and definitions of that Defined Peril)

The following Exclusion is added to Section 3.4.2.:

This Policy does not cover:

Breakage of fixed glass (other than glass building blocks) that is part of a building, structure or an outside sign, unless specifically provided as a Defined Peril under this Policy and then only within the limits and definitions of that Defined Peril.

This exclusion does not apply to breakage of fixed glass caused by malicious damage or vandalism or resulting from theft or attempted theft of such property involving forcible or violent entry into or exit from buildings at the Insured Premises,

Section 5.6 – Defined Perils is extended to include the following:

The **Insurers** will pay for loss of or damage to Property Insured at the Insured Premises due to Breakage of Fixed Glass that is part of a building or structure, if the breakage is caused by or results from a peril not otherwise insured under this Policy.

39. Hail

3.4 Excluded Perils

It is agreed, that the Policy is modified as follows.

The following Exclusion is added to Section 3.4.2.:

This Policy does not cover loss or damage caused by Hail, unless specifically provided as a Defined Peril under this Policy and then only within the limits and definitions of that Defined Peril.

Section 5.6 – Defined Perils is extended to include the following:

The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and resulting Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by Hail.

The **Insurers** will not pay for loss or damage to fences, gates or moveable property in the open when damaged by Hail.

For the purpose of this Defined Peril, Hail shall mean the precipitation in the form of pellets of ice larger than 5 mm.

Loss or damage from Hail does not include loss or damage caused in whole or part by **Storm**.

Any Hail that occurs within the Time Specification stated in 2.5 will constitute a single **Occurrence**.

The expiration of this Policy will not reduce that period. The **Insurers** will not pay for any loss caused by any Hail where the **Occurrence** has started prior to the effective date and time of this Policy

40. Fluctuations in Market Price

Section 5.2 – Extensions of Coverage to Section 3 Property is extended to include the following:

Additional expenses relating to the price difference between the effective replacement cost for stock (**Semi-Finished Products** or **Stock in Process, Raw Materials**, supplies or **Merchandise**, other than **Finished Stock**) and the market price for such stock on the date of loss or damage.

This cover is limited to the difference between the market price on the date of loss and the replacement cost on the first working day following the date of loss or damage on which replacement is possible.

For **Finished Stock**, the claim will be adjusted on the basis of the fair market value applicable on the first working day following the date of loss.

41. Water Damage

3.4 Excluded Perils

It is agreed, that the Policy is modified as follows.

The following Exclusion is added to Section 3.4.2.:

This Policy does not cover loss or damage caused by **Water Damage**, unless specifically provided as a Defined Peril under this Policy and then only within the limits and definitions of that Defined Peril.

Section 5.6 – Defined Perils is extended to include the following:

The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and resulting Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by **Water Damage**.

Section 7 – Definitions

The following Definition is added:

Water Damage means:

- a. Leakage, escape or discharge of any substance from a fire extinguishing system or equipment, caused by freezing or any other Insured Peril, except for discharge in response to a **Fire**;
- b. Leakage, escape, discharge, back-up or overflow of water or steam from a plumbing, heating, air conditioning or other system or appliance, caused by freezing or any other Insured Peril;
- c. Accidental discharge or leakage from roof drains, gutters, downspouts or similar fixtures or equipment;

- d. Incursion, leakage or seepage of water caused by or resulting from thawing of snow, sleet or ice on a building or structure; or
- e. Incursion, leakage or seepage of rain, snow, sleet or ice, whether driven by wind or not, into the interior of a building or structure unless the building or structure first sustains damage caused by or resulting from an Insured Peril.

Water Damage does not include loss or damage caused in whole or part by **Storm** or **Flood**.

42. Miscellaneous Personal Property

Section 5.2 – Extensions of Coverage to Section 3 is extended to include the following:

The **Insurers** will pay for loss of or damage caused by an Insured Peril to the following property (of the type insured in this Policy) while within this Policy's Territory but away from the Insured Premises:

- a) The **Insured's** interest in Personal Property; and
- b) Property of Others, limited to property:
 - (i) In the **Insured's** care, custody or control;
 - (ii) In which the **Insured** has an insurable interest or obligation;
 - (iii) For which the **Insured** is legally liable; or
 - (iv) For which the **Insurers** have agreed in writing prior to any loss or damage to provide coverage.

The **Insurers** will not pay for property **In Transit** or insured under any other Coverage provided by this Policy.

43. Strike, Lock-out, Riot and Civil Commotion

3.4 Excluded Perils

It is agreed, that the Policy is modified as follows:

In exclusions paragraphs 3.4.2.1 and 3.4.2.5, the following text is removed: "riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances".

It is agreed, that the following exclusion is added to Section 3.4.3 of the Policy:

This Policy does not cover any loss or damage to any property whatsoever arising directly or indirectly from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss Strike, Lock-Out, Riot and Civil Commotion unless specifically provided as a Defined Peril under this Policy and then only within the limits and definitions of that Defined Peril.

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In any action, suit or other proceeding where the **Insurers** allege that by reason of the provisions of this exclusion any loss is not covered under this Policy the burden of proving that such loss is covered shall be upon the **Insured**

Section 5.6 – Defined Perils is extended to include the following:

The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and resulting Business Interruption and Extensions of Coverage loss as provided under this Policy, if such loss or damage is caused by Strike, Lock-Out, Riot and Civil Commotion at the Insured Premises listed in the **Schedule of Locations**.

For the purpose of this Extension only, the following Definitions apply:

Strike, Lock-Out, Riot and Civil Commotion shall mean:

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), otherwise not being a peril excluded by this Policy under Sections 3.4, paragraphs 3.4.3.4 and 3.4.3.6;
2. the action of any lawfully constituted authority causing physical loss or damage to Property Insured at the Insured Premises in preventing or attempting to prevent, suppressing or attempting to suppress any such act of disturbance or in minimizing the consequences of any such act of disturbance;
3. the wilful act of any striker or locked-out worker performed in furtherance of a Strike or in resistance to a Lock-Out.

The **Insurers** will not pay for

- i. loss or damage occurring at any Insured Premises that would only be covered via the operation of Extension 5.4.1 '**Miscellaneous Unnamed Locations**' coverage; and for
- ii. any resulting losses that would be otherwise covered under this Policy, under Extension 5.3.2 'Contingent Business Interruption' and/or Extension 5.4.2 'Off Premises Service Interruption Property Damage and Business Interruption Loss (Public Utilities) ;

unless specifically granted under this Policy and stated in Section 2-Declarations.

Any Strike, lock-out, riot and civil commotion that occurs within the Time Specification stated in 2.5 will constitute a single **Occurrence**. The expiration of this Policy will not reduce that period. The **Insurers** will not pay for any loss caused by any Strike, Lock-Out and Civil Commotion where the **Occurrence** has started prior to the effective date and time of this Policy.

44. Wages – Limited Period basis

Section 5.3 – Extensions of Coverage to Section 4 is extended to include the following:

The Insurance under this Item is limited to the loss incurred by the **Insured** by the payment of Wages for a period beginning with the **Occurrence** and ending not later than the number of consecutive days thereafter described in the Declarations as the **Limited Period** (Time Limit).

The **Insurers** will pay for the actual amount which the **Insured** shall pay as **Wages** for such period to employees, whose services cannot in consequence of the Damage be utilised by the **Insured** at all and an equitable part of the **Wages** paid for such **Limited Period** to employees, whose services cannot, in consequence of the loss or damage by an Insured Peril, be utilised by the **Insured** to the full,

Provided that,

- a) It is agreed, that for the application of Gross Profit coverage as per art. 4.2.1. of this Policy, the Wage Roll consisting of the total amount of **Wages** for the Maximum Indemnity Period is added to the Definition for **Uninsured Working Expenses**.
- b) in line with Art. 6.7.2. Average, the Declared Values by this Item shall reflect the projected aggregate amount of the **Wages**, that would have been paid during the number of consecutive days described in Section II Declarations as the Time Limit if a loss occurred on the last day of the Policy Period during the full **Limited Period**.

Definitions applicable to Wages - Limited Period Basis

For the purpose of this Item:

Wages shall mean the remuneration (including where applicable bonuses, overtime, living allowance (if any) national insurance contribution, holiday pay or other payments pertaining to **Wages** of all employees other than those whose remuneration is treated as salaries in the **Insured's** books of account) of all employees other than those whose remuneration is insured as part of the Gross Profit Item on the **Schedule of Locations**.

Limited Period shall mean the payment of **Wages** for a period beginning with the **Occurrence**. Coverage will not exceed the number of consecutive days after the **Occurrence** shown in Section II Declarations under Time Limit and any Limit of Liability, as stated in the Declarations, for **Wages**.

LIST OF ENDORSEMENTS/ ADD-ONS WITH UIN UNDER ZURICH PRIME

Sr. No.	Endorsement/ Add-on Name	UIN
1.	Acts of Terrorism	IRDAN152CPPR0302V01202425/A0332V01202425
2.	Construction Works With Hot Work Permit	IRDAN152CPPR0302V01202425/A0333V01202425
3.	Construction Works Without Hot Work Permit	IRDAN152CPPR0302V01202425/A0334V01202425
4.	Miscellaneous Unnamed Third-Party Premises	IRDAN152CPPR0302V01202425/A0335V01202425
5.	Temporary Removal with Transit	IRDAN152CPPR0302V01202425/A0336V01202425
6.	Track and Trace for Burst Pipes (incl. Culverts)	IRDAN152CPPR0302V01202425/A0337V01202425
7.	Extra Expense / Increased Costs of Working (Stand-Alone)	IRDAN152CPPR0302V01202425/A0338V01202425
8.	Gross Revenue	IRDAN152CPPR0302V01202425/A0339V01202425
9.	Acquisition of Companies and New Locations	IRDAN152CPPR0302V01202425/A0340V01202425
10.	Acquisition of New Locations	IRDAN152CPPR0302V01202425/A0341V01202425
11.	Better Green™ Coverage	IRDAN152CPPR0302V01202425/A0342V01202425
12.	Completed Civil Engineering Structures	IRDAN152CPPR0302V01202425/A0343V01202425
13.	Computer Breakdown	IRDAN152CPPR0302V01202425/A0344V01202425
14.	Denial of Access (Non-Damage Extension)	IRDAN152CPPR0302V01202425/A0345V01202425
15.	Exhibitions (Excluding Transit)	IRDAN152CPPR0302V01202425/A0346V01202425
16.	Exhibitions (Including Transit)	IRDAN152CPPR0302V01202425/A0347V01202425
17.	Hired-in Plant	IRDAN152CPPR0302V01202425/A0348V01202425
18.	Inland Transit	IRDAN152CPPR0302V01202425/A0349V01202425
19.	Loss of Attraction	IRDAN152CPPR0302V01202425/A0350V01202425
20.	Margin/Inflation	IRDAN152CPPR0302V01202425/A0351V01202425
21.	Escape of Molten Material	IRDAN152CPPR0302V01202425/A0352V01202425
22.	Fines and Damages	IRDAN152CPPR0302V01202425/A0353V01202425
23.	Land and Water Contaminant Clean-up	IRDAN152CPPR0302V01202425/A0354V01202425

24.	Locks and Keys	IRDAN152CPPR0302V01202425/A0355V01202425
25.	Metered Substances	IRDAN152CPPR0302V01202425/A0356V01202425
26.	Royalties	IRDAN152CPPR0302V01202425/A0357V01202425
27.	Vehicles on Insured Premises (Full Cover)	IRDAN152CPPR0302V01202425/A0358V01202425
28.	Vehicles on Insured Premises (Limited Cover)	IRDAN152CPPR0302V01202425/A0359V01202425
29.	Ammonia Contamination	IRDAN152CPPR0302V01202425/A0360V01202425
30.	Errors and Omissions	IRDAN152CPPR0302V01202425/A0361V01202425
31.	Leasehold Interest (Loss of Use)	IRDAN152CPPR0302V01202425/A0362V01202425
32.	Theft	IRDAN152CPPR0302V01202425/A0363V01202425
33.	Radioactive Contamination	IRDAN152CPPR0302V01202425/A0364V01202425
34.	Transit (Broad Cover)	IRDAN152CPPR0302V01202425/A0365V01202425
35.	Flood including ensuing Storm Surge	IRDAN152CPPR0302V01202425/A0366V01202425
36.	Unnamed Perils	IRDAN152CPPR0302V01202425/A0367V01202425
37.	Deferred Payments	IRDAN152CPPR0302V01202425/A0368V01202425
38.	Breakage of Fixed Glass	IRDAN152CPPR0302V01202425/A0369V01202425
39.	Hail	IRDAN152CPPR0302V01202425/A0370V01202425
40.	Fluctuations in Market Price	IRDAN152CPPR0302V01202425/A0371V01202425
41.	Water Damage	IRDAN152CPPR0302V01202425/A0372V01202425
42.	Miscellaneous Personal Property	IRDAN152CPPR0302V01202425/A0373V01202425
43.	Strike, Lock-out, Riot and Civil Commotion	IRDAN152CPPR0302V01202425/A0374V01202425
44.	Wages – Limited Period basis	IRDAN152CPPR0302V01202425/A0375V01202425