SONARWA General
Insurance Company Limited

FIRE STANDARD POLICY

INSURED : ……………………..
CUSTOMER N° : …………………….
MOBILE PHONE : …………………….
CONTRACT N° : …………………….
EFFECT DATE: …………………....
EXPIRY DATE: ……………………
RISKS INSURED : **Fire, Lightening and Explosion**
SUM INSURED : **Rwf ………………**

PARTICULARS CONDITIONS APPLICABLE TO THIS CONTRACT

SUMMARY OF COVER

By this policy, **SONARWA GENERAL INSURANCE COMPANY LTD,** undertakes to indemnify **…………………………** against Loss of or damage to property insured from any unforeseen cause, such as but not restricted to all types of **fires**, **lightning**, and **explosion** only as described in the schedule below:

This policy is governed by:
1. Particular conditions,
2. General Conditions

In case of contradiction between the particular conditions and general conditions, the particular conditions shall prevail.

The items insured, the perils and the sum insured for each item and the premium are shown in the schedule below:

Items insured	Cover	Sum insured (Rwf)	Premium (Rwf)
Owner's Risk for Residential House located at …………… VILLAGE, ……………….CELL, ……………….SECTOR, ……………… DISTRICT, ……….PROVINCE/KIGALI. **UPI N0: ……………...**	Fires, lightning and explosion	……………………	…………………..

The following clauses are applicable to and form part of this policy:

* Average condition
* Adjacent Building Clause
* Alterations and repairs clause
* Appraisement clause
* Architects, quantity surveyors and consulting engineers' clause
* Automatic reinstatement of loss clause
* Bush fire
* Cancellation (30 days) clause
* Capital additional clause – N/A
* Contract works
* Cost of demolition, site clearance and erection of hoarding Clause
* Cost of re-erection clause
* Cross liability clause
* Debris removal costs clause
* Designation of property clause
* Earthquake Clause
* Expediting expenses clause
* Electrical Clause III
* Explosion endorsement
* Fire brigade Clause
* Import duty clause
* Internal Removal Clause
* Landlord's Clause
* Malicious Damage
* Innocent mis-description Clause
* Municipal plans and scrutiny fees Clause
* Parking of motor vehicles
* Public Authorities Clause
* Public Utilities
* Reinstatement clause / replacement
* Riot, strike and civil commotion Endorsement
* Special Perils endorsement
* Un-occupancy-30 days
* Temporary removal full value cover

Excess: NIL

<u>PREMIUM CALCULATION (Rwf)</u>

Net Premium	**: Rwf**	**……………**
Fees	**: Rwf**	**…………..**
VAT	**: Rwf**	**……………**
Total Premium	**: Rwf**	**…………….**

The total net premium is **Rwf** …………… and the subscriber has to pay **Rwf** **…………..** (VAT and administrative fees included).

<u>DISPUTE SETTLEMENTS</u>

The parties agree that in case of conflict between the terms of these particular conditions and general conditions, terms of these particular conditions shall prevail.

The parties recognize that any dispute arising from the honoring or interpretation of this agreement shall be settled amicably. In case no agreement is reached the matter shall then be submitted to Kigali Rwandan courts with competent jurisdiction.

GENERAL EXCLUSIONS

- Nuclear or related risks/radioactive contamination
- Electronic Data recognition exclusion
- Political Risks Exclusion
- Terrorism exclusion

DURATION OF THE CONTRACT

The present policy remains in force for a period of one year with effect from **……/…… 20…** and the expiry date will be **……../……../20….** At the end of the insurance period, this contract will be renewed after mutual agreement between the parties.

***Subject otherwise to Policy conditions and forming part of Contract*.**

Done at Kigali on, ………/……../20…..

For Insured **For Insurer**

……………………………… **SONARWA General Insurance Company Ltd**

Fire Insurance Policy Document

WHEREAS the insured designated in the Schedule hereto (hereafter called the Insured) having paid to SONARWA GI Company Ltd (hereinafter called the Company) the first premium stated in the schedule hereto (hereinafter called the schedule) for such insurance as hereinafter mentioned for the property described in the schedule for the sum of several sums specified therein:

NOW BE IT KNOWN THAT from the date named as the commencing date of this insurance until four o'clock in the afternoon of the date named as the expiry date in the schedule and for so long afterwards as the insured's Heirs, Executors or Administrators shall from time to time pay or cause to be paid the sum required for the renewal of this policy and the Directors of the Company shall agree thereto by accepting the same, the funds and property of the Company shall be subject and liable to pay, reinstate or make good to the Insured or Insured's Heirs Executors or Administrator such loss or damage as shall be occasioned by fire or lightning on the property described in the Schedule and hereby insured, but not exceeding in each case respectively the sum or sums severally specified and stated in the Schedule against each property.

Provided that this insurance shall at all times and under all circumstances be subject to the particulars in the proposal for this insurance (which shall in all cases be deemed to be inserted or furnished by the Insured) and to the conditions and stipulations constitute the basis of this insurance and are to be considered as relevant to and incorporated in and forming part of this policy.

Every Warranty to which the property insured or any time thereof is or may be made subject, shall from time to time the Warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such Warranty, whether it increases the risk or not, shall be a bar to any claim in respect of such property or item provided that whenever this policy is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a Warranty not having been complied with at any time before commencement of such period.

SECTION 1-CONDITIONS

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

2. No payment in respect of any premium shall be deemed to be payment to the company unless a printed form of receipt the signed by an official or duty appointed Agent of the company shall have been given to the insured.

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

4. All Insurance under this policy: on the building or part of any building on the property contained in any building. on rent or other subject matter of insurance in respect of or in connection with any building or in connection with any building or any property contained in any building shall cease immediately upon any fall or displacement

(a) of such building or any part thereof
(b) of the whole or any part of any range of building or of any structure of which such building forms part.
PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building

or impairs the usefulness of such building or makes any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.
AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or makes structure were insured under this policy. In any action suit or other proceedings, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the insured.

5. (i) This insurance does not cover:-

(a) Loss by theft during or after the occurrence of fire

(b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with condition 7(f), or by its undergoing any heating or dying process)

(c) Loss or damage occasioned by or through or in consequence of: (1) The burning of property by order of any public authority. (2) Subterranean Fire.

(d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purposes of this condition 5(ii) only, combustion shall include any self-sustaining

process of nuclear fission.

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

(a) earthquake, volcanic eruption or other convulsions of nature

(b) typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.

(c) war, invasion, act of foreign enemy, hostiles or warlike operations (whether war be declared or not),civil war.

(d) mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events which determine the proclamation or maintenance of martial law or stage of siege.

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

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

7. Unless otherwise expressly stated in the policy this insurance

does not cover:-

(a) Goods held in trust or on commission

(b) Bullion or unset precious stones.

(c) Any curios or work of art of any kind

(d) Manuscripts, plans, drawings or designs, patterns, models or moulds.

(e) Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of accounts or other business books, computer system's records.

(f) Coal, against loss or damage occasioned by its own spontaneous combustion.

(g) Explosives

(h) Any loss or damage occasioned by or through or in consequence of explosion but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form of any gas works, will be deemed to be loss by fire within the meaning of this policy.

(i) Any loss or damage occasioned by or through or in consequences of the burning accidental or otherwise, of forests, bush, prairie, pampas or jungle and the clearing of lands by fire.

8. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the insured before the occurrence of any loss or damage obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company.

(a) If the trade or manufacture carried on, be altered, or if the nature of the occupation of or other circumstances affecting the building insured property be changed in such a way as to increase the risk of loss or damage by fire.

(b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

(c) If the property insured be removed to any building or place other than that in which is herein stated to be insured.

(d) If the interests in property passes from the insured otherwise than by will or operation of law.

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

10. This insurance may be terminated at any time at the request of the insured, in which case the Company will retain the customary Short Period Rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on notice to that effect been given to the insured, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancellation.

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

(a) a claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of loss or damage, not including profit of any kind.

(b) particulars of all other insurances, if any.

The insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans ,specifications, books ,vouchers, invoices, duplicates, or copies thereof, documents, proofs and information in respect to the claim and origin and the cause of the fire and the circumstances under which the loss or damage occurred, and the matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with the declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with.

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

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any other person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers here-under, all benefit under this Policy shall be forfeited.

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

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

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

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

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

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

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

If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

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

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. Every notice and other communication to the Company required by these Conditions must be written or printed.

JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided shall not apply to:

1. Compensation for damage in respect of judgments delivered or obtained in the first instance otherwise than by a Court of Competent Jurisdiction within the Republic of Rwanda.
2. Costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recovered in the Republic of Rwanda. Subject otherwise to the terms, conditions and exceptions of this policy.

SECTION 2- ADDITIONAL PERILS

THE ADDITIONAL PERILS APPLY ONLY IF THEIR TITLES APPEARS IN THE SCHEDULE SPECIAL

PERILS A-H

It is hereby declared and agreed that notwithstanding anything herein contained to the contrary that the insurance by this policy shall, subject to the special conditions hereinafter contained extend to include:-

LOSS OF DAMAGE to the property described in the Schedule directly caused by:-

A. Hail, Snow, Wind, Hurricane, Cyclone, Tornado or Typhoon.

B. Rain, provided the building (s) in respect of which the claim is made or containing the property in respect of which the claim is made is so damaged by any of the perils specified in A supra as to admit rain water to the interior of the said building (s).

C. Flood, which shall mean:

(i) The overflowing or deviation from their normal channels of either natural or artificial water courses and

(ii) Any flow or accumulation of water on the ground except when such flow or accumulation be of water emitted from any water supply main, tap, pipe, valve or the like, save as referred to in D and E hereof.

D. Overflowing of guttering and down pipes in connection therewith, or bursting or overflowing of municipal or other public water supply mains.

E. Bursting or overflowing of water tanks, apparatus or pipes excluding damage thereto.

F. Aircraft and other aerial devices and/or articles dropped there from.

G. Impact with any of the building insured under this policy and/or any walls, gates and fences around and pertaining thereto any road vehicles, horses or cattle not belonging to or under the control of the Insured his agent or servant.

H. Subterranean Fire.

Provided that:

(a) All the conditions of the policy (except in so far as condition 6(b) is here expressly varied) shall apply as if they had been incorporated therein.

(b) For the purpose hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

It is hereby expressly declared and agreed that:

1. In the event of the amount shown in the schedule against any item being less than the total insurance (s) effected by or on behalf of the Insured on the same property against damage or destruction by fire the percentage of the loss payable by the company shall be in the proportion which the amount stated in the schedule on the item affected bears to the total insurance(s) on such item under the Fire Policies. Provided always that the maximum liability of the company in respect of any one claim arising under this Policy shall not exceed the percentage stated in the schedule of the amount shown against the item affected.

Loss or damage occurring to any one building or contents thereof during any one period of twenty-four (24) hours shall be regarded as one claim for the purpose of this Policy and no liability shall attach to the Company for loss or damage occurring more than 48 hours after the happening of any of the contingencies insured against.

2. The first amount (as per schedule) of each and every claim under this Endorsement shall be borne by the Insured.

3. In every case of loss or damage the Insured must, if required, prove that no portion of the loss or damage claimed for was caused otherwise than by the perils above specified.

4. It is a condition of this insurance that the Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property Unless otherwise expressly stated in this policy this insurance does not cover:-

5. (i) loss or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences.
(ii) Loss or damage to conservatories, glass houses, green houses, pergolas or the contents thereof.
(iii) Loss or damage to property contained in any portion of any building described in this policy not completely enclosed and roofed.
(iv) Loss or damage caused by Tidal Wave
(v) Goods in the open.

The Company shall not be liable for,

6. (i) Water damage occasioned by or through the leaking of any roof(s) unless such roof(s) is damaged by the perils referred to in A supra or as a result of doors, windows or roof light's being left open.
(ii) Consequential loss of any kind whatsoever except loss of rent when specifically insured under this policy.
(iii) Loss or damage to any building, or the contents thereof. If on the happening of any such loss or damage
(iv) the building was already in a damaged, defective, fallen or displaced condition as regards foundations, walls, ceilings, guttering, roofs, doors, windows or roof lights.
(v) Loss or damage due to ordinary wear and tear gradual deterioration or normal exposure to the weather.
(vi) Loss or damaged caused by Subsidence or landslip unless occasioned by and happening during the occurrence of any of the perils hereby insured against.
(vii) The company shall not be liable under the extension for loss or damage which at time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
(viii) Loss or damage caused by aircraft to which permission to land has been extended by the insured.

2. EARTHQUAKE, FIRE AND SHOCK

In consideration of the payment by the Insured to the Company of an additional premium, the Company agrees, notwithstanding what is stated in the printed conditions of this Policy to the contrary that this insurance covers loss or damage occasioned by or through or in consequence of earthquake.
PROVIDED always that all the conditions of this Policy (expect in so far as Condition No. 6(a) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by earthquake as aforesaid shall be deemed to be loss or damage by fire within the meaning of the policy.

3. STANDARD EXPLOSION

It is hereby agreed and declared that the insurance under this Policy shall, subject to the Special conditions hereinafter contained, extend to include:

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss or damage to boilers, economizers, or other vessels, machinery or apparatus in which the pressure is used or their contents resulting from their explosion.

PROVIDED always that all the conditions of the Policy (expect insofar as condition No. 7(h) is herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of the Policy.

SPECIAL CONDITIONS

1. The company shall not be liable, under this extension, for loss or damage occasioned by through or in consequence, directly or indirectly, of acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization
For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

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

If there shall be any other fire insurance on the property insured under this policy, the Company shall be liable only pro rata with such other fire insurance, for any loss or damage by explosion whether or not other fire insurance be extended to cover loss or damage by explosion.

The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

RIOT AND STRIKE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary the insurance under this policy shall extend to cover damage by riot and strike which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.

2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.

3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout.

4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

SPECIAL CONDITIONS

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:

Conditions 5

(i) This insurance does not cover:-

(a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

(b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

(c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

(e) Loss or damage directly or indirectly caused by arising form or in consequence of or contributed to by nuclear weapons material.

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

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

Condition 6

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

(a) War invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war.

(b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

(c) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. For the purpose of this Condition “terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

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

Condition 7
Unless otherwise expressly stated in the policy this insurance does not cover:-

(a) Goods held in trust or on commission.
(b) Bullion or unset precious stones.
(c) Any curiosity or work of art for an amount exceeding 100 pounds or its local currency equivalent.
(d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
(e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of accounts or other business books computer systems records.
(f) Explosives.

Conditions 10
This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a ratable proportion of the premium of the unexpired term from the date of cancellation. If the Insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance's applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

Condition 17
It the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the amount of the loss accordingly. Every item if more that one of the policy shall be separately subject to this condition.
PROVIDED that it is hereby further expressly agreed and declared that:-

1) All the Conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
(2) The special Conditions herein shall apply only to the Insurance granted by the extension and the Condition of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

MALICIOUS DAMAGE
It is hereby declared and agreed that the insurance under the said Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being and act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the said Riot and Strike Endorsement, but the Company shall NOT be liable under this extension for any loss or damage by fire or explosion or for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part herein.
Provided always that all the conditions and provisions of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

BUSH FIRE
It is hereby declared and agreed that loss or damage to the property insured under this policy occasioned by or through or in consequence of the burning of forest, bush, prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the insured) shall be deemed to be loss or damage within the meaning of this policy and condition No. 7(1) of this policy shall to this extent be modified accordingly.
Provided that if there shall be any other fire insurance on the property under this policy the Company shall be liable for any loss or damage as aforesaid whether or not such other fire insurance be so extended.

SECTION 3 - ENDORSEMENTS & WARRANTIES

HAZARDOUS GOODS WARRANTY

It is hereby agreed that a small quantity of Hazardous Goods (except such as may by herein specially prohibited or limited in quantity by warranty or otherwise or as may be prohibited by Official Regulation) maybe stored in the building above described but it is nevertheless warranted by the Insured that during the currency of the Policy the value of such permitted Hazardous Goods shall not exceed 5 per cent of the value of goods stored therein.

The following are to be deemed hazardous: Acetylene (liquid), Barium Benzene, Benzoline, Bisulphate of carbon, Bitumen, Brimstone (sulphur), Calcium Carbide Calcium, Sulphide Camphine, Camphor Candles Cartridges, Celluloid and Xylonite and other similar substances, Charcoal (powdered) Chloride of potash Chloride Lime Cinematograph Films, Coconut and ther vegetable oils, Coir or Coir yarn, Nitro-Glycerine, Oil and/or Oil paints, Paraffin, Percussion caps, Petroleum and/or its liquid products, Petrol, Phosporous Picric Acid Pitch, Potash, Potassium sulphide, Rags, Rasin, Rockets, Rock oil, Saltpetre, Shoddy, Copper Sulphide, Copra Cake Copra meal Cordite, Cotton, whether in full pressed bales or otherwise Crackers, Explosives of any kind, Fireworks Fulminating Powder Grasses of all kinds, Ghee Gunny bags other than fully pressed iron-bound bales, Gun power, Hay, Hemp, Hessian, other than fully pressed iron-bound bales, Kerosene Lamp back, Lime, Mungo Matches of any kind, Naphtha, Nitrate of Soda, Nitric acid, Sisal Bags and Sisal Cloth,other than in fully pressed iron-bound bales, Spirits of any kind not in bottles, Sulphuric acid, Tallow(manufactured and un-manufactured) Sulphur Dyes or colours, Varnish, Vegetable Fibres of any kind, Turpentine, Waste of any kind.

TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Insurance agreement does not cover any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act dangerous to human life tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered shall be upon the insured.

POLITICAL RISKS EXLCUSION CLAUSE

The following shall be excluded from this agreement:

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences.

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.

Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder.

Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any state or

government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.
The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clauses 4 and 5 above. Plundering, looting, war pillage in connection with riots and/or civil commotion.
For the purposes of clauses 4,5 and 6, any loss or damage occasioned directly by labour disturbance, lock-out or strike shall not be excluded. In any action, suit or other proceeding in which the insurer alleges that by reasons of these provisions any loss or damage is not by this agreement the burden of proving that such loss or damage is covered shall be upon the Company.

BASIS OF CONTRACT CLAUSE

It is hereby declared and agreed that the insured not having completed the insurer's formal printed proposal form for this class of business but having proposed to the insurance by means of a Risk Note No (referred in the schedule) wherever the within policy makes reference to proposal and/or declaration these terms shall be deemed to include the terms agreed on at the time or making quotations for the said class of business. In the event of conflict in terms between the Broker's Risk Note and the agreed terms the latter shall prevail. Subject otherwise to the terms provisos conditions and exclusions of the policy.

SAFE AND BOOKS CLAUSE

Warranted that the Insured keeps and during the currency of this Policy shall keep a complete set of Books of Accounts and Stock Sheets or Stocks Books or Computer System records or punched cards showing a true and accurate record of all business transactions, and stock in hand, and that such books, Computer System Records shall be locked in a fire-roof safe and removed to another building at night, and at all times when the premises are not actually open for business.

This Warranty applies separately to each and every business or branch business. Transfer of goods from one premises to another shall be a business within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

EARTHQUAKE EXCESS CLAUSE

It is hereby declared and agreed that the Company shall not be liable for the amount specified in the schedule /- in any one location in respect of "Earthquake Fire and Shock Risks". Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

SPONTANEOUS COMBUSTION

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary the insurance by items under this policy shall extend to include destruction or damage by fire only of or to the insured property caused by its own spontaneous fermentation, heating or combustion.
Provided that all the conditions of the policy (except as expressly varied herein) shall apply as if they had been incorporated herein.

8. PETROL AND MINERAL OIL WARRANTY I

Warranted that during the currency of this policy no Mineral Oil or Mineral Spirit, or Liquid Fuel (vegetable or mineral and by whatever name known) giving off inflammable vapour below 37.8degrees centigrade (such as Petrol, Naphtha, Benzene, Gasoline or the like) be stored, deposited or kept in any building referred to in this Policy or in any building or buildings communicating therewith, and that no more than 272.758 litres in all or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is less, of Mineral Oil and /or Liquid Fuel giving off inflammable vapour not below 37.8 degrees centigrade but below 65.6 degrees centigrade (such as paraffin or the like) be stored, deposited or kept in any building referred to in this Policy and in any building or buildings communicating therewith.

9. PETROL AND MINERAL OIL WARRANTY II

Warranted that during the currency of this policy not more than 90.918 liters of Mineral Oil, Mineral Spirit or Liquid Fuel (vegetable or mineral and by whatever name known) giving off inflammable vapour below 37.8 degrees centigrade (such as Petrol, Naphtha, Benzene, Gasoline, or the like) be stored, deposited or kept in any building referred to in this policy or in any building or buildings communicating therewith and that not more than 272.758 litres in all or such maximum quantity as is permitted by the Rules of the Local Authority , whichever is less, of Mineral Oil, Mineral Spirit, or Liquid Fuel giving off inflammable vapour not below 37.8 degrees centigrade but below 65.6 centigrade (such as paraffin or the like) be stored, deposited, or kept in any building referred to in this policy and in any building or buildings communicating therewith.

10. PETROL AND MINERAL OIL WRRANTY III

Warranted that during the currency of this policy not more than 400.45 litres or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, of Mineral Oil Mineral Spirit or Liquid Fuel (vegetable or mineral and by whatever name known) giving off inflammable vapour below 65.6 degrees centigrade, (such as Petrol, Naptha, Benzene, Gasoline, Paraffin or the like) be stored deposited or kept in any building referred to in this Policy and in any building or buildings communicating therewith.

11. ELECTRICAL CLAUSE I

This Company is expressly declared to be free from liability for loss or damage to any electrical machine apparatus or any portion of the electrical installation arising from or occasioned by over-running excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity from whatsoever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus or portion of electrical installation so affected, and not to other machines apparatus or electrical installation destroyed or damaged by fire set up by such particular machines, apparatus or electrical installation.

12. ELECTRICAL CLAUSE II

This Company is expressly declared to be free from liability for loss or damage to any electrical machine, apparatus or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short circuiting, arching, self-heating, or leakage of electricity from whatsoever cause (other than lightning) arising.

Provided that this exception shall only apply to the particular electrical machinery, apparatus or portion of electrical installation so affected and not to other machinery apparatus or electrical installation destroyed or damaged by fire set up by such particular machines, apparatus, or electrical installation.

13. ELECTRICAL CLAUSE III

“Loss or damage by fire to the property insured arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, including all loss or damage by lightning to the property insured is covered, subject to the terms and conditions of this policy, but it is expressly understood that no liability exists under this policy for loss or damage to any electrical machine, apparatus or any portion of the electrical installation unless caused by fire or lightning.”