Allianz Insurance Lanka Ltd.
Company No. PB 5179
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LOSS OF PROFITS INSURANCE POLICY

In consideration of the Insured paying to ALLIANZ INSURANCE COMPANY LANKA LIMITED (hereinafter called the Company) the required Premium, the Company agrees subject to the Conditions contained herein or endorsed or otherwise expressed hereon, that if any building or other property or any part thereof used by the insured at the Premises for the purpose of the Business be destroyed or damaged by:

(1) Fire,

(2) Lightning,

(3) Explosion of gas used for illuminating or domestic purposes in a which gas is not generated and which does not form part of any gas work,

(destruction or damage so caused being hereinafter termed Damage) at any time after payment of the Premium and before the time specified in the Schedule on the last day of the Period of Insurance or of any subsequent period in respect of which the premium required for the renewal of this Policy shall have been paid to and accepted by the Company, and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the Company will pay to the insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference in accordance with the provisions contained therein and in the Specification, provided that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the insured in the property at the Premises against such Damage, and the payment shall have been made or liability admitted therefore under such insurance, and that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in total the Total Sum Insured hereby or such other sum or sums s may hereafter be substituted therefore by memorandum signed by or on behalf of the Company.

Conditions

1. If there be any material mis description of the Business or Premises to which this insurance refer 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.

2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or Branch Office of the Company shall have been give 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 the loss hereby insured against, 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 Damage all benefits under this Policy shall be foretied.

4. Immediately upon any fall or displacement:

(a) of any Damage to the Building which might give rise to a claim under this Policy.

(b) of any part of such Building,

(c) of the whole any part of any range of buildings or of any structure of which such buildings form part.The insurance under this Policy shall cease in respect of loss resulting from Damage to such building or property therein provided that:

(1) such fall or displacement is of the whole or a substantial or important part of such Building or imparts the usefulness of such Building, or any part thereof, or leaves such Building or any part thereof or any property contained therein subject to increase risk of Damage or is otherwise material,

(2) such fall or displacement is not caused by Damage, loss resulting from which is covered by this Policy or would be covered if such Building, range of Building or structure were included in the Premises to which this Policy refers.

If any claim be made upon this Policy in consequence of Damage, whether occurring before, during or after such fall or displacement, the Insured shall produce such proof as may reasonably be required that the loss was not, either in origin or in extent, directly or indirectly, proximately or remotely occasioned by or contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly, proximately or remotely, arise out of or in connection with any such fall or displacement.
In any action, suit or other proceedings, the burden of proving that any fall or displacement is caused by Damage shall be upon the Insured.

5. This insurance does not cover loss occasioned by or happening through or in consequence of:

(1) the burning of property by order of any Public Authority,

(2) subterranean fire,

(3) explosion except as stated on the face of this Policy,

(4) the burning, whether accidental or otherwise, of forest, bush, prairie, pampas or jungle and the clearing of lands by fire,

(5) damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its

undergoing any heating or drying process,

(6) loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material,

(7) loss or damage directly or indirectly caused by or arising from 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(7) only, combustion shall include any self-sustaining process of nuclear fission.

6. Damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely,

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

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

(c) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, mutiny, riot, strike, civil commotion, military or popular 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 , or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure de facto or to the influencing of it by terrorism or violence.

Any loss 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 this insurance except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

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

7. The insurance provided by this Policy shall cease if:

(a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alterations be made either in the business or in the Premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the company.

8. Notice shall be given to the Company and, if required, an additional premium paid, if the rate of premium payable in respect of the insurance covering the interest of the insured in the property at the Premises against Damage shall be increased.

9. This insurance may be terminated at any time at the request of the insured, in which case the Company will return the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the insured, in which case the Company shall be liable to repay on demand a rateable portion for the unexpired term from the date of the cancellation.

10. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof to the Company and shall with due diligence do and concur in doing in permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the Business or to avoid or diminish the loss, and in the event of a claim being made under this Policy shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim, together with the details of all other insurance (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom. The Insured shall at his own expense produce, procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation, and other evidence may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim, together with a declaration of oath or in other legal form of the truth of the claim and if any matters connected therewith. No claim under this Policy shall be payable unless the terms of this Condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

11. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any flatulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if the Damage be occasione by the wilful act or with the connivance of the Insured, or if the claim be rejected and an action or suit be not commenced within three months after such rejection, or in case of an arbitration taking place in the pursuance of Condition 14 of this Policy within three months after the Arbitrator or Arbitrators Umpire shall have made their award, all benefit under this Policy shall be forfeited.

12. If at the time of any loss under this Policy there be any other susisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering such loss or any part of it, the Company shall not be liable to pay or contrute hereunder more than their rateable proportion of such loss.

13. The Insured shall, at the expenses 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 subrogate, upon its paying for any loss under this Policy, whether such acts and things shall be or become necessary or required before or

after his indemnification by the Company.

14. If any difference arises as to the amount of any loss, such difference shall independently of all other question be referred to the decision of an Arbitrator to be appointed in writing by th parties in difference, of 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 to do so in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator, and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall with the Arbitrators, and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the desecration of the Arbitrator, Arbitrators or Umpire making the award. 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 if disputed shall be first obtained.

15. In no case whatever shall the Company be liable in respect of any claim under this Policy after the expiration of:

    (a) one year from the end of the Indemnity Period or, of later,

    (b) three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or arbitration.

16. This Policy, the Schedule and the Specification annexed (which form an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy, Schedule or Specification shall bear such specific meanings wherever they may appear.

17. Every notice and other communication to the Company required by these Conditions must be written or printed.

18. Electrical Exclusion Clause :

    The term Damage as defined in this Policy shall not include loss of or damage to any electrical machine, apparatus, fixture or fitting, domestic appliances (including electric fans, washing machines, refrigerators, radios and TV sets) or to any portion of the electrical installation, arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever causes (lightning included), provided that this exclusion shall apply only to that particular electrical machine, apparatus, fixtures, fittings or portion of the electrical installation so affected and not other machines, apparatus, fixtures, fittings or portion of the electrical installation which may be destroyed or damaged by fire.

ENDORSMENTS

The following Endorsements/Clauses only apply to this Policy when stated in the schedule and subject otherwise to the terms, exceptions and conditions of this Policy.

B 01 RIOT AND STRIKE ENDORSEMENT

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

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

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

SPECIAL CONDITIONS

For the purpose of this Endorsement but not otherwise there shall be substituted for the respective numbered Conditions of the Policy the following: -

(i) This insurance does not cover :-

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

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

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

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

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

PROVIDED nevertheless that the Company is not relieved 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 from or in consequence of or contributed to by ionising radiations or contamination by radioactivity 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.

This insurance does not cover any 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 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, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

(c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

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

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 curio or work of art for an amount exceeding LKR. 500/-,

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

(e) Securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books and computer systems records,

(f) Explosives.

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of 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 applies to stocks in respect of which the Company shall allow the refund as per the scale given below.

Expired period not exceeding 3 months	- 50%
Expired period not exceeding 3 months but not exceeding 6 months	- 25%
Expired period not exceeding 6 months	- Nil

If 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 rateable share of the amount of the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this Condition.

Where the property is a Private dwelling House and or its contents this condition of average will not apply provided the sum insured is at least 75% of the value of the property insured.

PROVIDED that it is hereby further expressly agreed and declared that:-

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

Subrogation Rights

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

Contribution Clause

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

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

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

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from ionising radiations from or contamination by

radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes any chemical, biological, bio chemical, or electromagnetic weapon.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or missile.
This extension is granted for and on behalf of the Government Fund for Strike, Riot & Civil Commotion and Terrorism and any liabilities whatsoever under this specific extension shall devolve solely upon the said fund. If any action, suit or proceeding where it is alleged that any loss or damage is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the insured.
Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

B 02 MALICIOUS DAMAGE ENDORSEMENT

In consideration of payment of an additional premium it is hereby agreed and declared 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 or any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the said Riot and Strike Endorsement.

but the Company shall not be liable under this extension for (1) any loss or damage by fire or explosion (2) any loss or damage arising out of or in the course of burglary, house-breaking, theft or larceny or any attempt thereat or caused by any person taking part therein, and (3) the first excess (as specified in the Schedule) in respect of each and every loss.

Provided always that all the conditions and provisos of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

B 03 EXPLOSION ENDORSEMENT

It is hereby agreed and declared that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include-
Loss or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economisers or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion. PROVIDED always that all the conditions of this policy (except in so far as Condition No.7 (h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

SPECIAL CONDITIONS

(1) The Company shall not be liable under this extension for loss or damage occasioned by or through or in consequence directly or indirectly of any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government 'de jure' or 'de facto' or to the influencing of it by terrorism or violence. In any action suit or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance the burden of proving that such loss or damage is covered shall be upon the Insured.
(2) 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 such other fire insurance be extended to cover loss or damage by explosion.
(3) 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.

B 04 AIRCRAFT DAMAGE ENDORSEMENT

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under the policy shall subject to the special conditions hereinafter contained extend to include:

Destruction or damage (by fire or otherwise) of or to the property insured directly caused by AIRCRAFT and other aerial devices or articles dropped therefrom.

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

SPECIAL CONDITIONS:

1. The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by each item of the policy.
2. This insurance does not cover
(a) Destruction or damage directly or indirectly occasioned by or happening through or in consequence of mutiny riot civil

commotion military or popular rising insurrection rebellion military or usurped power martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government 'de jure' or 'de facto' or to the influencing of it by terrorism or violence.

(b) Consequential loss or damage of any kind or description.

B 05 IMPACT DAMAGE ENDORSEMENT

It is hereby declared and agreed that notwithstanding anything in the within Policy contained to the contrary the insurance under the Policy shall subject to the special conditions hereinafter contained extend to include Destruction or Damage (other than by fire) of or to the property insured directly caused by:
Impact with any of the property insured under this Policy by any road vehicle or animals.
This Insurance is subject to an excess (as specified in the Schedule) in respect of each and every claim arising due to impact.

SPECIAL CONDITIONS

As per Conditions 5, 6 and 7 of the Riot & Strike Endorsement. Subject otherwise to the terms exceptions and conditions of this Policy.

B 06 CYCLONE, STORM AND TEMPEST

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

Exceptions.
The insurance provided by this endorsement should not extend to include.

1. Loss or damage to boundary fence and or walls, neon signs, signboards, advertising towers, glass houses, canopies, gates, etc.
2. Loss or damage to property in the open or in transit other than building structures and plant designed to exit or operate in the open.
3. Loss or damage caused by rain (whether driven by wind or not) unless the building insured or containing the property insured shall first sustain actual damage to roof or walls by direct force of a cyclone , storm and tempest. The company shall then be liable for such loss or damage to the building or insured property therein as may be caused by rain entering the buildings through openings in the roof or walls made by such direct action of cyclone, storm and tempest.
4. Loss or damage caused directly or indirectly by landslides, subsidence or inundation from the sea, whether or not incidental to cyclone, storm and tempest.
5. The escape of water from the normal confines of any natural or artificial water course, lake, reservoir canal or dam
6. Loss or damage by flood caused by overflowing bursting or leakage or water tanks, pipes or apparatus.
7. Consequential loss or damage of any kind or description whatsoever.
8. The amount of the excess stated in the schedule in respect of each and every loss or damage.

The insured shall take all responsible precautions for the safety of the property insured, and it is warranted that all building insured under this policy and or containing the property insured are in a good and substantial state of repair and shall be so maintained. The liability of the company shall in no case under this endorsement and the policy exceed the sum insured by each item of the policy.

B 07 FLOOD.

Provided that additional perils endorsement B 06 Cyclone, storm and tempest also applies to the policy the expression cyclone, storm and tempest in the said endorsement B 06 shall extend to include loss or damage to property insured (including loss or damage by fire) directly caused by flood, which for the purpose hereof shall mean the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam. but excluding destruction, damage by bursting or overflowing of water tanks, apparatus or pipes. The company shall not be liable under this endorsement for the amount of the excess stated in the schedule in respect of each and every loss or damage.

B 08 EARTHQUAKE

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

B 09 BURSTING OR OVERFLOWING OF WATER TANKS, APPARATUS OR PIPES

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

(i) Destruction or damage caused whilst the building is untenanted.
(ii) The excess (as specified in the schedule) in respect of each and every loss or damage

B 10 SPONTANEOUS COMBUSTION

In consideration of the payment of an additional premium, it is declared and agreed that this Insurance covers loss of or damage to the insured property caused by its own fermentation pr spontaneous combustion, not withstanding anything stated to the contrary in the printed conditions of the policy.

Provided that all the Conditions of this policy shall apply (except in so far as they may be here by expressly varied) and are reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

CLAUSES

BC 01 ELECTRICAL INCLUSION CLAUSE

Loss or damage by fire to the electrical appliances and installation insured by the within Policy arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, form whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy, for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

BC 02 BANK CLAUSE

It is hereby agreed and declared that:-

(1) Upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

(2) the receipts of the Bank shall be a complete discharge of the Company therefore and shall be binding on all parties insured hereunder.

(3) If and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any matter arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

(4) any adjustment settlement compromise or reference to arbitration in connection with any dispute between the Company and Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair the right of the Bank to recover the full amount of any claim it may have on other parties insured hereunder and

(5) this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of the operation of Condition No.8 of this Policy except where a breach of such Condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or in any building hereby insured or any building in which the property insured under the Policy are stored or kept, without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risk first took place. And it is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or Owner no liability therefor existed the Company shall become legally subrogated to all the rights of the Bank to the extent of such payment but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor/ Owner or any other party or parties insured hereunder or from any securities or funds available.

Subject otherwise to the terms conditions and provisos of this Policy.

BC 03 MORTGAGE CLAUSE

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or Assignees mentioned in the Schedule to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, not by anything whereby the risk is increased being done to, upon or in any building hereby insured or containing the property hereby insured without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy, and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all the rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfer, assignments, instruments, and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligation which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect.

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

Subject otherwise to the terms, conditions and provisions of this Policy.

BC 04 REMOVAL OF DEBRIS

The insurance hereby extends to cover costs and expenses necessarily incurred by the Insured in the removal of debris dismantling or demolishing shoring up or propping of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other peril hereby insured against it being understood that the total liability for claim for loss or damage due to an insured peril and costs of removal of debris shall not exceed 10% of the sum insured and in the aggregate total sum insured.

BC 05 ARCHITECTS' SURVEYORS' & CONSULTANT ENGINEERS' FEES

It is hereby declared and agreed that the insurance by this Policy extends to include Architects' Surveyors' and Consultant Engineers' Legal and other fees (not exceeding those authorised under the Scales of the various Institutions and/or Bodies regulating such charges prevailing at the time of the destruction or damage) for Estimates Plans Specifications Quantities Tenders and Supervision necessarily incurred in the reinstatement consequent upon the destruction or damage to the property by fire or by any other perils hereby insured against (but not-such Fees for preparing a claim or estimate of loss) provided that the liability for such destruction or damage and fees shall not exceed 10% of the sum insured on the Buildings and in the aggregate total sum insured.

SPECIFICATION 1

Item No. 1 Gross Profit Item No. 2 On Auditor's Charges	Sums Insured and Total Sum Insured as stated in the Schedule

ITEM NO. 1

The insurance under Item No. 1 is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:-

(a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced applying the Rate of Gross Profit to the Shortage in turnover during the Indemnity Period.

(b) IN RESPECT OF INCREASE IN COSTS OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to 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 Profit as may cease or be reduced in consequence of the Damage.
Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turn over (or to a proportionally increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

ITEM No. 2

The insurance under Item No. 2 is limited to the reasonable charges payable by the Insured to their Auditor's for producing any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs. information or evidence as may be required by the Company under the terms of condition 10 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

DEFINITIONS

GROSS PROFIT - The amount by which

(1) the sum of the Turnover and the amount of the Closing Stock shall exceed

(2) the sum of the amount of the Opening Stock and the amount of the Uninsured working Expenses

N.B. (1) The amounts of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

UNINSURED WORKING EXPENSES -

100 per cent of purchases (less discounts received)
100 per cent of packing material
and as stated in the Schedule.

N.B. (2) The words and expressions used in this Definition shall be the meaning usually attached to them in the books and accounts of the Insured.

TURNOVER - The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

INDEMNITY PERIOD - The period beginning with the occurrence of the Damage during which the result of the Business shall be affected in consequence of the Damage, but in no case exceeding the Maximum Indemnity Period.

MAXIMUM INDEMNITY PERIOD - The period stated in the Schedule

RATE OF GROSS PROFIT - The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage

ANNUAL TURNOVER - The Turnover during the twelve months immediately before the date of the Damage

STANDARD TURNOVER - The Turnover during the period corresponding with the Indemnity Period in the twelve months immediately before the date of the Damage apporiately adjusted where the Indemnity Period exceeds Twelve months.

to which such adjustments shall be made as may be necessary to provide for the tender of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted represent as nearly as may be reasonably practicable the result which but for the Damage would have been obtained during the relative period after the Damage.

SHORTAGE IN TURNOVER - The amount by which the Turnover during a period shall in consequence of the Damage fall short of the part of the Standard Turnover which relates to that period

MEMO1- ALTERNATIVE TRADING CLAUSE

If during the indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indefinite Period.

MEMO2- RETURN OF PREMIUM CLAUSE

In the event of the Gross Profit earned (or a proportionately increased multiple thereof where the Maximum indemnity Period exceeds twelve months) during the accounting period most nearly concurrent with any Period of insurance certified by the insured's Auditors being less the sum insured thereon a prorata return of premium not exceeding 50 per cent of the premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such Damage.

SPECIFICATION 2

Item No. 1 Gross Profit Item No. 2 On Auditor's Charges	Sums Insured and Total Sum Insured as stated in the Schedule

ITEM NO. 1

The insurance under Item No. 1 is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:-

(a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced applying the Rate of Gross Profit to the Shortage in turnover during the Indemnity Period.

(b) IN RESPECT OF INCREASE IN COSTS OF WORKING: the additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to 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 Profit as may cease or be reduced in consequence of the Damage.
PROVIDED THAT if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionally increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

ITEM No. 2

The insurance under Item No. 2 is limited to the reasonable charges payable by the Insured to their Auditor's for producing any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs. information or evidence as may be required by the Company under the terms of condition 10 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

DEFINITIONS

GROSS PROFIT - The sum produced by adding to the Net Profit the amount of the Insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the standing charges of the Business.

NET PROFIT - The net trading profit (exclusive of all capital receipts an accretions and all outlay property chargeable to capital) resulting from the Business of the Insured at the Premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

INSURED STANDING CHARGES - As stated in the Schedule.

TURNOVER - The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

INDEMNITY PERIOD - The period beginning with the occurrence of the Damage during which the result of the Business shall be affected in consequence of the Damage, but in no case exceeding the Maximum Indemnity Period.

MAXIMUM INDEMNITY PERIOD - The period stated in the Schedule

RATE OF GROSS PROFIT - The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage ANNUAL TURNOVER - The Turnover during the twelve months immediately before the date of the Damage STANDARD TURNOVER - The Turnover during the period corresponding with the Indemnity Period in the twelve months immediately before the date of the Damage appropriately adjusted where the Indemnity Period exceeds Twelve months.	to which such adjustments shall be made as may be necessary to provide for the tender of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted represent as nearly as may be reasonably practicable the result which but for the Damage would have been obtained during the relative period after the Damage.

SHORTAGE IN TURNOVER - The amount by which the Turnover during a period shall in consequence of the Damage fall short of the part of the Standard Turnover which relates to that period

MEMO1- ALTERNATIVE TRADING CLAUSE

If during the indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

MEMO2- RETURN OF PREMIUM CLAUSE

In the event of the Gross Profit earned (or a proportionately increase multiple thereof where the Maximum indemnity Period exceeds twelve months) during the accounting period most nearly concurrent with any Period of insurance certified by the insured's Auditors being less the sum insured thereon a prorata return of premium not exceeding 50 per cent of the premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such Damage.

MEMO 3 - UNINSURED STANDING CHARGES CLAUSE

If any standing charges of the Business be not insured by this Policy then in computing the amount recoverable hereunder as increase in cost of working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the standing charges.

Data Privacy & Protection

The Insurer is strongly committed to conducting its business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on the Insurer's official website **https://www.allianz.lk/data-privacy-notice.html** . The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, the Insurer is committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

Personal Data - means any information relating to an individual