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ELECTRONIC EQUIPMENT INSURANCE POLICY

Whereas the Insured named in the Schedule hereto has made to Allianz Insurance Lanka Ltd., (hereinafter called the "Company"), a written proposal by completing a questionnaire which together with any other statement made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

GENERAL EXCLUSIONS

The Company will not indemnify the Insured in respect of loss, or damage directly or indirectly caused by or arising out of or aggravated by-

- a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, civil commotion, military or popular uprising, 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 de facto or to the influencing of it by terrorism or violence.
- b. Nuclear Reaction, Nuclear radiation or Radioactive contamination.
- c. Wilful act or wilful negligence of the Insured or his representative.;
- d. Cessation of work whether total or partial.

- e. Cost Insured/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of Sri Lanka other than the cost of delivery of replacements for machinery lost or damaged.
- f. Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- g. Loss, of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
- h. Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

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

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and expression "this Policy" wherever used in this contract shall be read as including the schedule and the section(s). Any word or expression in which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. If any claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof then no claim shall be recoverable hereunder.
4. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

5. a. Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
- b. The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

6. DUTIES FOLLOWING AN ACCIDENT

In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall-

- a. Immediately notify the Company by telephone or e-mail as well as in writing giving an indication as to the nature and extent of loss or damage;
- b. Take all steps within his power to minimize the extent of the loss or damage;
- c. Preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d. Furnish all such information and documentary evidence as the Company may require;
- e. Inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs. 5,000/= provided that the carrying out of such repairs without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

7. RECOURSE

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 required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their 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 the Insured's indemnification by the Company.

8. ARBITRATION

If any difference arises as to the amount payable 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 to do so by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The cost of the reference and of the award shall be at the discretion 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 or action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount payable shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. FRAUDULENT CLAIMS

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the arbitrator or arbitrators or umpire have made their award, all benefits under this Policy shall be forfeited.

10. OTHER INSURANCE

If at the time any claim arises under this Policy there be

any other Insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their ratable proportion of any claim for such loss, damage or liability.

11. TERMINATION OF INSURANCE

This insurance may be terminated at any time at the request of the Insured; in which case the Company will retain the premium calculated at 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 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

SECTION 1- MATERIAL DAMAGE

All Electronic equipments like Computers, Medical, Bio-medical, Microprocessors, Audio/Visual equipments may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS etc.

Dish Antenna is excluded from the scope of cover under this policy.

SCOPE OF COVER

The Company hereby agrees with the Insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as Insured hereby.

SPECIAL EXCLUSION TO SECTION 1

The Company shall not, however, be liable for

- a. The Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- b. Loss or damage caused by any faults or defects existing at the time of commencement of the present insurance with the knowledge of the insured, or his representatives, whether such faults or defects were known to the Company or not;

- c. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- d. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss or damage to the insured items;
- e. Any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g. Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h. Loss or damage occurring prior to the successful completion of commissioning trials;
- i. The willful act or willful negligence of the Insured;
- j. Consequential loss or liability of any kind or description;
- k. Loss or damage to bulbs, valves, tubes, ribbons, fuses, seal, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramic sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- l. Loss of or damage to any cathode ray or X ray tube or valve forming part of an item insured hereunder deterioration of such tube or valve through normal use prior to the loss or damage shall be taken into account and loss settled in proportion to the estimated remaining life of such item;
- m. Aesthetic defects, such as scratches on painted polished or enameled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the insured items.

PROVISIONS APPLYING TO SECTION 1

1. SUM INSURED:

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

If the Sum Insured is less than the amount required to be insured the insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately;

2. BASIS OF INDEMNITY:

- a. In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

The destroyed item shall no longer be covered under this policy and all necessary data on the relevant substitute item shall be indicated for its inclusion in the Schedule.

The Insurers may agree by application of the relevant endorsement to extend this insurance to cover reimbursement of the full replacement value.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this insurance only if especially agreed in writing.

In the event of the makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c. In case the Insured Item is subjected to total loss and

meanwhile it becomes obsolete, all costs necessary to replace the loss or damaged Insured Item with a follow up model (similar type) of similar structure / configuration (of similar quality) - i.e., low, average, high capacity - will be reimbursed.

If the Sum Insured is less than the amount required to be insured as per Provision-1 herein above, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

WARRANTY CONCERNING MAINTENANCE AGREEMENT

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word "Maintenance" shall mean the following:-

- (i) Safety checks,
- (ii) Preventive maintenance
- (iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

SECTION II - EXTERNAL DATA MEDIA

SCOPE OF COVER

The Company hereby agree with the Insured that if the external data media entered in the schedule inclusive of the information stored thereon, which can be directly processed in Electronic Data Processing systems, suffer any material damage indemnifiable under Section 1 of this policy, the Company will indemnify the insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the schedule the sum set opposite thereto and not exceeding in all the total Sum Insured hereby, provided always that such loss or damage occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this policy. This cover applies while the Insured data media are kept on the premises.

SPECIAL EXCLUSIONS TO SECTION II

The Insurers shall, however, not be liable for

- a) the deductible stated in the schedule to be borne by

the Insured in any one occurrence;

b) any costs arising from false programming, punching, labeling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;

c) Consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION II

Memo 1— Sum Insured

It shall be a requirement of this insurance that the Sum Insured is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2 — Basis of Indemnity

The Company shall indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effect within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the Sum Insured is reinstated.

SECTION III — INCREASED COST OF WORKING

SCOPE OF COVER

The Company hereby agrees with the insured that if material damage indemnifiable under Section 1 of this policy gives rise to a total or partial interruption of operation of the Electronic Data Processing (EDP) equipment entered in the Schedule, the Company will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment indemnification per day and not exceeding in all the Sum Insured in any one year of insurance, provided always that such interruption occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this policy.

SPECIAL EXCLUSIONS TO SECTION III

The Company shall, however, not be liable for any additional expenditure incurred as a result of

a) Restriction imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;

c) The necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.

PROVISIONS APPLYING TO SECTION III

Memo 1— Sum Insured

It shall be a requirement of this insurance that the Sum Insured stated in the schedule is the amount which the Insured would have to pay as additional expenditure for 12 months' use of substitute EDP equipment of similar performance to the EDP equipment insured. The sum insured shall be based on the amounts agreed per day and per month as specified in the Schedule.

The Company shall also reimburse the Insured for personal expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums therefore have been entered in the schedule.

Memo 2 — Basis of Indemnity

In the event of failure of the EDP equipment insured the Company shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The Insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured which is applicable to this period, the Insurers shall only be liable to indemnify the insured in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

SRCC Endorsement - E001

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this policy shall be extended to cover loss or damage due to strike, riot and civil commotion 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 disturbances of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 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 lock-out.
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.

Provided that it is hereby expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the policy shall apply in all respects to the insurance granted by this extension save insofar as the same are expressly varied by the following. Special Conditions, and any reference to loss or damage in the wording of the policy shall be deemed to include the perils hereby insured against.
2. the following Special Conditions shall apply only to the insurance granted by this extension and the wording of the policy shall apply in all respects to the insurance granted by the policy as if this Endorsement had not been made thereon.

Special Conditions

1. This insurance does not cover
 - a) loss or damage directly resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
 - b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
 - c) loss or damage occasioned by permanent or temporary dispossession, of any building resulting from the unlawful occupation by any person of such building,
 - d) consequential loss or liability of any kind or description any payment over above the indemnity for the material damage as provided herein.

Provided nevertheless that the insurers are not relieved under (b) or (c) above of any liability to the insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. This insurance does not cover any loss or damage occasioned by or through or in consequence directly or indirectly 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, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
- c) any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or Government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

In any action, suit or other proceeding, where the insurers allege 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.

Provided that it is hereby expressly agreed and declared that:

1. This insurance may at any time be terminated by the insurers on notice to that effect being given by registered post to the insured's last known address, in which case the insurers 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 thereof.
2. 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. **AS STATED IN THE SCHEDULE** or the sum insured which ever is less any one 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.
3. The cover granted by this endorsement is subject to an excess of 10% in respect of each and every loss/occurrence.

4. 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.

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

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

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

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes

1.5 any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBERATTACK EXCLUSION CLAUSE

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program 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.

TERRORISM ENDORSEMENT- E002

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

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

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

b) the amount recoverable under this extension in respect of loss/damage to any property of the same insured in the same location under all policies (if more than one policy has been obtained on the same risk and interest) shall not exceed Rs. **AS STATED IN THE SCHEDULE** or the sum insured whichever is less anyone loss/occurrence. For this purpose, an "occurrence" shall mean all losses attributable directly or indirectly to one cause or to one of a series of similar causes.

c) is subject to an excess of 10% in respect of each and every loss/occurrence

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

In the event of any loss/losses arising out of the same occurrence affecting more than one policy, the

apportionment of the loss amongst the respective policies shall be at the sole discretion of the Government Fund for Strike, Riot & Civil Commotion and Terrorism subject however to the limits and deductibles specified in this Endorsement.

Upon the occurrence of an event giving rise to a claim hereunder, the limit of cover provided shall stand reduced by the amount of the claim paid or payable and shall be reinstated by the Insured by payment of an additional premium calculated at 100% pro-rata only to the amount reinstated.

STAMP DUTY

It is hereby certified that the stamp duty shown in the schedule of the policy payable in respect of the property covered has been compounded in terms of section 7 of the Stamp Duty Act.

W1 PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained but subject to clause 2 and 3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to be settled to the Insurer (The Company) on or before the premium due date specified in the Schedule of this Policy, Renewal Certificate, Endorsement or Cover Note (which shall be a date not exceeding 60 days from the date of inception of the policy) and in the absence of any such premium due date, the full settlement of the premium is required to be made or effected on or before the expiry of the 60th day from the date of inception of this Policy, Renewal Certificate, Endorsement or Cover Note (hereinafter referred to as the "due date").

For the purpose of this warranty the "due date" shall be recognized from the date of inception or commencement of the coverage.

2. It is also declared and agreed that the settlement of the full premium on or before the due date shall operate as a condition precedent to the insurer's (The Company's) liability or an obligation to settle a claim under this Policy, Renewal Certificate, Endorsement or Cover Note.

In the event any claim arises between date of commencement of this insurance and the "due date" for the settlement of premium, the insurer (The Company) may defer any decision on liability or postpone the settlement of any such claim until full settlement of the premium is effected on or before the "due date".

3. It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business of the insurer on the "due date", then the cover under this insurance and any obligations assumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately.

However such cancellation will not prejudice the rights of the insurer (The Company) to invoke any legal defenses or to recover the full or any part of the defaulted premium attributable to the expired period of the insurance.

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