



**Allianz Insurance Lanka Ltd.**

Company No: PB 5179

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## HOTELIER’S COMPREHENSIVE INSURANCE POLICY

### CONTENTS

Preamble.....	02
Section 1 - Material Damage Cover.....	03-12
Section 2 – Burglary Cover.....	12-15
Section 3 – Public Liability Cover.....	16-18
Section 4 – Money In-Transit Cover.....	18-21
Section 5 – Plate Glass Cover .....	22-23
Section 6 – Personal Accident Cover .....	23-27
Section 7 – Fidelity Guarantee Cover .....	27-30
Section 8 – Workmen Compensation Cover .....	30-32
Section 9 – Electronic All Risk Cover.....	32-35
General Clauses.....	36-38
General Exclusions.....	39-43
General Conditions.....	43-51
Deffinitions.....	52-54
Claims Handling Procedure.....	54
Grievances/Complaints Handling and Dispute Resolution Procedure.....	54-58
General Terms.....	58

## PREAMBLE

This policy should be read carefully and if it is incorrect or does not provide the covers required, it should be returned immediately for correction.

Whereas the Insured named in the schedule hereto by a written Proposal and Declaration which Proposal and Declaration together with any other statements made in writing by the Insured for the purpose of this Insurance shall be the basis of the contract and is deemed to be incorporated herein has applied to ALLIANZ INSURANCE LANKA LIMITED (Herein after referred to as, the Company') for the insurance herein after contained and have paid or agreed to pay the premium specified in the Schedule the Company hereby insure against loss, damage or legal liability as herein after defined.

Now this Policy witnesses that subject to the terms, conditions and exceptions contained herein or endorsed hereon or otherwise expressed herein as applicable to the respective Sections, the Company will indemnify the Insured to the extent and in the manner hereinafter provided by payment (or at its option by replacement, reinstatement or repair) against loss or damage to property hereby insured or compensate for bodily injuries sustained or legal liability for accidents happening during the period of insurance stated in the Schedule and for such further period or periods as may be mutually agreed upon.

It is always provided that the liability of the Company under each Section of this Policy shall not exceed the amount stated in the Schedule for each item under such Section or such other amount as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company.

**Anura Perera**  
Chief Underwriting Officer

## COVERAGE

### SECTION 1 – MATERIAL DAMAGE COVER

The Company will pay or at its option by repair or reinstatement to indemnify the Insured against loss or damage to the property described in the schedule hereto caused by any of the under-mentioned peril, but subject to the General Exception and Conditions of this Policy.

It is provided always, that all the Conditions of this section (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for this purpose any loss or damage by the peril(s) specified hereinafter shall be deemed to be loss or damage by fire within the meaning of this policy.

#### **1.1 Fire, excluding destruction or damage caused to the property insured by:**

- 1.1.1. Its own fermentation, natural heating or spontaneous combustion.
- 1.1.2. It's undergoing any heating or drying process.
- 1.1.3. Burning property is ensured by order of any Public Authority.

#### **1.2 Lightning:**

#### **1.3 Explosion/Implosion:**

1.3.1 Loss or damage to the property insured by fire or otherwise directly caused by EXPLOSION, but excluding loss, destruction of or damage.

1.3.1.1. To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,

1.3.1.2. Caused by centrifugal forces.

PROVIDED always that all the conditions of the Policy (except in so far as General Condition 5 (ix) 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 damaged by fire within the meaning of this Policy.

#### 1.3.2 Special Conditions

1.3.2.1. 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 such other fire insurance be extended to cover loss or damage by explosion.

- 1.3.2.2. The Company shall not be liable under this extension for loss or damage which at the time of the happening 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 affected.

#### **1.4 Aircraft Damage:**

- 1.4.1 Destruction or damage (by fire or otherwise) of or to the property insured directly caused by AIRCRAFT and other aerial or space devices and articles (excluding Drones) dropped there from.

#### **1.5 Malicious Damage:**

- 1.5.1 Loss of or Damage to the Property Insured directly caused by the Malicious act of any person.

#### **1.6 Cyclone, Storm and Tempest:**

- 1.6.1 loss or damage directly caused by CYCLONE, STORM AND TEMPEST.

Provided, always that the conditions of the Policy shall apply (except in so far as they may be expressly so varied) and that any reference therein to loss or damage by Fire shall be deemed to apply to loss or damage directly caused by cyclone, storm and tempest.

- 1.6.2 The insurance provided by this extension shall not extend to include:

- 1.6.2.1 Loss or damage to boundary fences and/ or walls, neon signs, signboards, advertising towers, plate/sheet glass, or green houses, canopies, gates etc.
- 1.6.2.2 Loss or damage to property in the open or in transit, other than building structures and plant design to exist or operate in the open.
- 1.6.2.3 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 actions of cyclone, storm, and tempest.
- 1.6.2.4 Loss or damage caused directly or indirectly by landslide, subsidence or inundation from the sea, whether incidental to cyclone, storm, and tempest.
- 1.6.2.5 The escape of water from the normal confines of any natural or artificial water cause, lake, reservoirs, canal or dam.
- 1.6.2.6 Loss or damage caused by flood caused by overflowing, bursting or leakage of water tanks, pipes or apparatus.

1.6.2.7 Consequential loss or damage or any kind or description whatsoever.

The insured shall take all reasonable precautions for the safety of the property insured and it is warranted that all buildings under this policy and/or containing the property insured are in a good and substantial state of repair and shall be so maintained.

## **1.7 Flood:**

1.7.1 Loss or damage to property insured 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.

The insurance provided by this extension shall not extend to include:

1.7.1.1 Loss or damage to boundary fences and/ or walls, neon signs, signboards, advertising towers, plate/sheet glass, green houses, canopies, gates etc.

1.7.2.1 Loss or damage to property in the open or in transit, other than building structures and plant design to exist or operate in the open.

1.7.3.1 Loss or damage caused directly or indirectly by landslide, subsidence or inundation from the sea, whether incidental to cyclone, storm, and tempest.

1.7.4.1 Consequential loss or damage or any kind or description whatsoever.

The insured shall take all reasonable precautions for the safety of the property insured and it is warranted that all buildings under this policy and/or containing the property insured are in a good and substantial state of repair and shall be so maintained.

## **1.8 Impact Damage:**

1.8.1 Destruction or damage 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 not belonging to or under the control of the Insured or any member of the insured's family or domestic servants of the insured and/or any member of the staff of the insured while acting in the course of their employment.

## **1.9 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes:**

1.9.1 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:

1.9.1.1 Destruction or damage caused whilst the building is untenanted.

1.9.1.2 Loss or damage by water discharged or leaking from any installations in the building.

1.9.1.3 Loss, destruction or damage caused by whilst repairs, alterations or Improvements carried out at the insured building.

1.9.1.4 Defects in construction known to the Insured.

## **1.10 Natural Disaster Cover**

1.10.1 loss of or damage to property described in the schedule hereto, caused by or through or in consequence of:

1.10.1.1 Tsunami

1.10.1.2 Tidal Waves

1.10.1.3 Volcanic Eruption

1.10.1.4 Tornadoes due to an atmospheric disturbance

1.10.1.5 Hurricane, Typhoon, Thunderstorm, Hailstorm, Windstorm, Rainstorm  
Due to an atmospheric disturbance so designated by the Meteorological Department.

1.10.2 This Insurance does not cover loss of or damage directly or indirectly caused by:

1.10.2.1 Loss or damage to boundary fences and/ or walls, neon signs, signboards, advertising towers, plate/sheet glass, or green houses, canopies, gates etc.

1.10.2.2 Loss or damage to property in the open or in transit, other than building structures and plant design to exist or operate in the open.

1.10.2.3 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 actions of cyclone, storm, and tempest.

1.10.2.4 The escape of water from the normal confines of any natural or artificial water cause, lake, reservoirs, canal or dam.

1.10.2.5 Loss or damage caused by flood caused by overflowing, bursting or leakage of water tanks, pipes or apparatus.

1.10.2.6 Consequential loss or damage of any kind or description whatsoever.

## **1.11 Earthquake**

1.11.1 Loss or damage to the property insured occasioned by earthquake.

## **1.12 Electrical inclusion:**

1.12.1 Loss or damage by fire to the electrical appliances and installation insured by the within written policy arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from 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 electrical installation, unless caused by fire or lightning.

### **1.13 Removal of Debris**

1.13.1 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, loss or damage due to an insured peril and costs of removal of debris shall not exceed the amount specified in the Schedule during the period of insurance.

### **1.14 Architect's Surveyor's Consultants Engineer's Fees**

1.14.1 Architects' Surveyors' and Consultant Engineers' Legal and other fees (not exceeding those authorized 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) up to the amount stated in the schedule.

### **1.15 Loss of Rent**

1.15.1 Insurance on Rent applies only if (any of) the said building(s) of any part thereof is unfit for occupation in consequence of any of the perils hereby insured and then the amount payable shall not exceed the amount stated in the schedule.

### **1.16 Alternative accommodation**

1.16.1 Payment of rent for alternative accommodation up to the amount stated in the schedule for such a portion of term as the said building, or buildings are uninhabitable following damage by any of the insured peril.

### **1.17 Damage to service lines**

1.17.1 Cost of repairing accidental damage to underground water, gas, sewage lines and drainpipes, septic tanks, drains, underground or overhead telephone cables and electricity cables and underground fuel oil pipes serving the buildings due to an insured peril but excluding the cost of repairing any damage for which the insured is not legally responsible.

### **1.18 The Damage by Emergency Services**

1.18.1 The insurance by this Section is extended to include the cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises because of the operations of any insured peril under this Section up to a maximum of Rs, 50,000 in any one event or period of Insurance.

### **1.19 Loan Repayment on your Mortgage Building**

1.19.1 In the event of your business getting totally interrupted due to loss or damage as a direct result of any of the insured perils stated in this policy, the company will indemnify the insured the loan repayment cost of the insured mortgage building up to the amount stated in the policy.

## **1.20 Damage to deeds and security documents due to an insured peril**

1.20.1 The value of the material cost as stationery together with the cost of clerical labor to your deed of the insured building and security documents as a direct result of loss or damage to any such document due to any insured peril stated in this policy up to the amount stated in the Schedule.

## **1.21 Endorsements**

The following Endorsements apply to this policy, only when specifically mentioned in the Schedule, and are subject otherwise to the terms, exceptions and conditions of this Policy

### **1.21.1 Riot and Strike:**

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

- 1.21.1.1. The act of any person taking part together with the others in any Disturbance of public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of Special Conditions hereof.
- 1.21.1.2. 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.
- 1.21.1.3. The willful act of any striker or locked-out worker is done in furtherance of a strike or in resistance to a lockout.
- 1.21.1.4. 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.

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

- (a) Any act of terrorism which 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) of 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,
- (b) Any loss, damage, cost or 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 proceedings the Company alleges that because of the provisions of the 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.

The cover granted by this endorsement is subject to an excess of 10% in respect of each and every loss/occurrence.

For this purpose, an “occurrence” shall mean all losses attributable directly or indirectly to one cause or to one of similar causes.

This extension is granted for and behalf of the National Insurance Trust Fund 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.

### **1.22.2 Terrorism - Extension of Riot and Strike Endorsement**

In consideration of the payment of an additional premium, it is hereby declared and agreed that the cover provided by the Riot and Strike endorsement is attached to the policy.

1.22.1 Is extended to include loss or damage other than consequential losses of any kind directly relating to or caused by any act of terrorism which 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) of Governments(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 or 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 about on land, sea or air shall be regarded as falling within the definition of Terrorism above.

1.22.2 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 250,000,000- 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.

1.22.3 Is subject to an excess of 10% in respect of each loss/occurrence.

1.22.4 Notwithstanding what is stated to the contrary in the policy, if the Terrorism extension to the policy is 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.

1.22.5 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 Page 8 of 25 the sole discretion of the National Insurance Trust Fund, subject however to the limits and deductibles specified in this Endorsement.

1.22.6 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. Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

## CLAUSES

### 1. Fire Brigade Clause

As the Insured has planned with the Municipal Fire Brigade to always have available its services in the event of a fire breaking out in the insured premises, the fire premium charged will not be subject to a surcharge for outstation risks with effect from the date stated in the Schedule. The Insured also agrees to maintain the fire extinguishing appliances at the premises in an efficient manner and to submit to the Company prior to each renewal a certificate from Municipal Fire Brigade confirming that the Insured continues to have its services.

### 2. Reinstatement Clause

(Applicable to buildings, machinery, fittings, equipment, furniture and tools, but not to stock-in-trade, foodstuffs, packing materials, merchandise and the like). In the event of the property insured specified in the Schedule being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type, but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

#### Special Provisions

- (i) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated herein shall be made.
- (ii) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this clause had not been incorporated herein.
- (iii) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement, if the whole of the property covered had been destroyed, exceed the Sum Insured thereon 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 Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this clause applies shall be separately subject to the foregoing provision.

(iv) This clause shall be without force or effect if:

- (a) The Insured fails to intimate to the Company within six months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
- (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

## **WARRANTIES**

### **1. Stock Book Warranty**

It is warranted that during the currency of this policy, regular stock records and books of account be maintained and regularly checked and kept in a secure place where such stock registers/books and other stock records will not be lost and/or damaged by an insured peril of the policy, and in the event of a loss/damage such stock registers/books and other stock records be made available to the insurer.

### **2. Hot Work Warranty**

It is warranted that during the currency of this policy,

No processes involving welding, grinding, blow lamps or similar hot work shall be carried out within the premises. However, if it is necessary to carry out such work for construction, maintenance purposes the following precautions should be taken.

1. Hot work should only be authorized when a safer method of work is not available. For example, pipe jointing may be possible without soldered fittings and hot work avoided when external surfaces are being prepared for painting.
2. Hot work should only be carried out by trained personnel.
3. Wherever possible items to be the subject of hot work should be removed to a safe area designated for that purpose.

A trained person, not directly involved with the work, should provide a continuous fire watch during and for at least 1 hour following each period of work, to detect and extinguish any incipient burning in the work area and in all adjoining areas to which sparks and heat may spread. These could include the floors below and above, and areas on sides of walls to where the work is being carried out.

### **3. Power Surge Protector Warranty**

It is warranted that subject to terms conditions and exclusions warranted in the policy or endorsed thereon that the insured should install a reliable power surge protector to the main power distribution panel.

### **4. Electrical Panel Warranty**

It is warranted that during the currency of this policy, all electrical panels be demarcated and no combustible material whatsoever be kept within 03 feet from the electrical panel.

## 5. Portable Fire Extinguishing Appliances

In consideration of the Company having allowed a rebate of 2-1/2% on the Fire Premium, the Insured hereby warrants that: -

1. Approved Portable Fire Extinguishing Appliances are kept in the premises herein described having an aggregate capacity of 2 gallons for each 250 square yards or part thereof of floor area but not less than 4 gallons on each floor.
2. All Fire Extinguishing Appliances are of an approved make and of sound construction.
3. The said appliances will be maintained in an efficient working order during the currency of the policy and will be re-charged on due dates.
4. One re-fill or the equivalent thereof in the chemicals will be kept readily available for each Extinguisher.
5. All extinguishers are kept in a readily accessible on hooks, brackets or stands.
6. The members of the staff are trained in the use of the appliances.

## SECTION 2 – BURGLARY COVER

- 2.1 The Company indemnifies the Insured up to the limit stated in the schedule against burglary of property described thereon from the premises insured:
  - 2.1.1 Following actual forcible and violent entry into or exit from the insured premises.
  - 2.1.2 There shall any damage to the premises falling to be borne by the insured consequently upon such Burglary or any attempted threat
  - 2.1.3 Consequent upon and in connection with assault or violence or threat hereof to the insured or to his employees,
- 2.2 **The Company shall not be liable under this policy in respect of:**
  - 2.2.1 Loss or damage occasioned by any person lawfully in the premises or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the Insured's household or any employee of the Insured.
  - 2.2.2 Loss money and/or other property taken from safe following use of keys or any duplicate thereof belonging to the Insured.
  - 2.2.3 Loss or damage to property whilst in any garden, yard or outbuilding unless specifically declared and agreed by the company in writing.
  - 2.2.4 Loss or damage happening whilst the premises are left unoccupied for a continuous period exceeding seven consecutive days and nights.

- 2.2.5 Loss or damage directly or indirectly occasioned by or through or in consequence of loot, sack or pillage in connection with any of the perils under General exclusion 2.
- 2.2.6 Loss or damage occasioned by fire or explosion caused.
- 2.2.7 Damage to glass, plate glass or any decoration or lettering thereon.
- 2.2.8 Loss or damage to deeds, bonds, bills of exchange, promissory notes, cheques, money or securities, coins, medals, stamp collections, jewelry, watches, furs, precious stones or articles composed of any of them, documents of title to property, contracts or other documents, business books computer system records, manuscripts, curious or work of art, sculptures, rare books, plans, drawings, patterns, models, moulds or designs unless specifically mentioned as insured hereunder.
- 2.2.9 Loss of or damage to liver truck, motor vehicles, trucks, Trailers and pedal cycles.
- 2.2.10 Loss or damage discovered only at the time of taking inventory.
- 2.3 This section also extends to cover Damage to the Insured Premises (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period up to the amount stated in the schedule.
- 2.4 Loss or damage directly or indirectly occasioned by or through or in consequence of:
- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not)
  - (b) Riot strike civil commotion, terrorism, civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or.
  - (c) Causes which determine the proclamation or maintenance of martial law or state of siege 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 or loot sack or pillage in connection with any of the Aforementioned occurrences.
- 2.5 An excess will be deducted in the schedule after the final adjustment has been made to each claim subject to terms and conditions of the policy.

## **Special Conditions**

### **(i) Limits of Liability**

The liability of the Company under this Policy during any one Period of Indemnity shall not exceed

- (a) in respect of any one item of the Property the sum set opposite thereto,
- (b) in respect of damage to the Premises such sum as shall be sufficient to make good such damage as may fall to be borne by the Insured,
- (c) in respect of all loss or damage sustained the Total Sum Insured.

### **(ii) Pairs and Sets**

The liability of the Company in respect of any item which is part of a pair or set shall not exceed the proportionate part of the insured value of the pair or set.

### **(iii) Temporary Removal Extension**

The Premises shall be deemed to include the following in so far as the Property is temporarily removed from the Premises but remaining in Sri Lanka and not otherwise insured:

Any private dwelling house, flat, hotel, club or boarding house in which the insured or any of his family normally residing in the Premises may be temporarily residing,

or

(a) Any other such building wherein the Insured during temporary absence from the Premises shall have placed the property in safe custody, provided that such periods of absence from the Premises do not exceed thirty days in aggregate during the Period of Insurance, and that the indemnity provided by this Extension shall be limited to 10% of the Total Sum Insured by this Policy.

(b) Any bank or safe deposit not being part of a furniture depository.

### **(iv) First Loss**

If the property insured for the First Loss value described in the Schedule shall at the time of any loss or damage claimable under this Policy be collectively of greater value than the full value thereof then the amount payable under this Policy shall be proportionately reduced. Every item, if more than one, as described in the Schedule, shall be separately subject to this condition.

## **WARRANTIES**

### **1. Watchmen/Security Warranty**

It is warranted that the Premises shall be guarded by watchmen and/or security personnel outside normal business hours.

### **2. CCTV Warranty**

Warranted that CCTV cameras to be installed at the premises with proper maintenance function & should be connected to a recording system at all times covering the premises.

### **3. Power Surge Protector Warranty**

It is warranted that subject to terms conditions and exclusions warranted in the policy or endorsed thereon that the insured should install a reliable power surge protector to the main power distribution panel.

### **4. Stock Book Warranty**

It is warranted that during the currency of this policy, regular stock records and books of account be maintained and regularly checked and kept in a secure place where such stock registers/books and other stock records will not be lost and/or damaged by an insured peril of the policy, and in the event of a loss/damage such stock registers/books and other stock records be made available to the insurer.

### **5. Electrical Panel Warranty**

It is warranted that during the currency of this policy, all electrical panels be demarcated and no combustible material whatsoever be kept within 03 feet from the electrical panel.

### **6. Portable Fire Extinguishing Appliances**

In consideration of the Company having allowed a rebate of 2-1/2% on the Fire Premium, the Insured hereby warrants that: -

1. Approved Portable Fire Extinguishing Appliances are kept in the premises herein described having an aggregate capacity of 2 gallons for each 250 square yards or part thereof of floor area but not less than 4 gallons on each floor.
2. All Fire Extinguishing Appliances are of an approved make and of sound construction.
3. The said appliances will be maintained in an efficient working order during the currency of the policy and will be re-charged on due dates.
4. One re-fill or the equivalent thereof in the chemicals will be kept readily available for each Extinguisher.
5. All extinguishers are kept in a readily accessible on hooks, brackets or stands.
6. The members of the staff are trained in the use of the appliances.

## SECTION 3 – PUBLIC LIABILITY COVER

3.1. The Company will indemnify the insured against all sums, which the Insured shall become legally liable (including Defense Costs) to pay as damages consequently upon:

3.1.1 Accidental Bodily injury or illness contracted by any person.

3.1.2 Accidental loss or damage to property

Occurring during the period of insurance within the limit specified in the Schedule and in connection with the business carried on at the premises described in the Schedule.

**3.2. This section does not cover,**

3.2.1 Liability for bodily injury to or illness contracted by any person employed under a contract of service or apprenticeship with the insured if such illness or bodily injury arises out of and in the course of such employment,

3.2.2 Liability for loss of or damage to:

a) Property, owned by the insured or by any employee of the insured,

b) Property, which is leased, rented, hired or lent to the Insured or which is in any other way under the care, custody and control of the insured or any employee or agent of the insured,

c) any underground pipes, cables, mains and sewers, or any claim arising in consequence of such loss or damage.

3.2.3 Liability for bodily injury, illness, loss or damage to property caused by or resulting from:

a) Power operated lifts, elevators, hoists, cranes or escalators owned by or hired or lent to the insured,

b) Mechanically propelled vehicles and trailers attached thereto always excluding any liability arising when such vehicles are being used in circumstances which would require insurance or security to be effected by virtue of any road traffic legislation or regulations,

c) Locomotives, ships, boats, aircrafts and drones.

d) Defective designs of or defect in any goods which have been sold, supplied, altered, repaired, treated or serviced by the Insured,

e) Vibration or by the removal or weakening of support to buildings, structures or land,

f) The pollution of air, water or soil and other atmospheric disturbances,

g) Fire including loss or damage arising from defective sanitary arrangements,

h) Any claims arising out of food or drinks, poisoning of foreign or deleterious matters in the food or drink unless otherwise specifically stated in the schedule of the policy.

- 3.2.4 Liability for loss of or damage to property caused by the explosion of any boiler, vessel, pipe or apparatus intended to operate under steam pressure or any economizer working in conjunction with such boiler,
- 3.2.5. Liability,
- a) Which is attached by virtue of an agreement, but which would not have been attached in the absence of such an agreement,
  - b) In respect of the fault or negligence of a sub-contractor to the insured or of any person in the service of and/or acting on behalf of such sub-contractor,
- 3.2.6. Liability for breach of professional duty arising out of the exercise of any calling vocation,
- 3.2.7. Any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power,
- 3.2.8. Any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapon material.
- 3.2.9. Liability for loss due to unauthorized use of credit/debit cards or any electronic transactions by employees, agents or servants of the insured.
- 3.2.10. Liability arising elsewhere under the most specified policy.

## **ENDORSEMENTS**

The following Endorsements apply to this policy, only when specifically mentioned in the Schedule, and are subject otherwise to the terms, exceptions and conditions of this Policy.

### **1. Indemnity to Principals**

As far as concerns injury, illness, disease, loss or damage for which the Insured is responsible and happening in connection with the carrying out of work for any Principal the Company will, at the request of the Insured, treat the Principal as though he were also the insured under this Policy, provided that the Principal shall observe, fulfil and be subject to the terms, limits, exceptions, provisions conditions and the Jurisdiction Clause of this Policy.

### **2. Cross Liabilities**

Where more than one party comprises ‘the insured’ each of the parties shall for the purposes of this policy be considered as a separate and distinct unit, and the words ‘the insured’ shall be considered as applying to each party in the same manner as if a separate Policy has been issued to each of the said parties, provided

that the maximum amount payable by the Company for compensation in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause irrespective of the number of parties claiming indemnity hereunder shall not exceed the amounts stated in the Schedule as the Limits of Indemnity.

### **3. Overseas Visits**

The indemnity provided by this Policy is extended to include the insured's legal liability arising from occasional visits outside the Geographical Limits during the period of insurance by any of the insured's employees or directors in connection with the insured's Business.

### **4. Liability in respect of Lifts & Hoists**

Notwithstanding anything contained to the contrary in item 3.2.3 (a) under the heading " what this policy does not cover", it is hereby declared and agreed that the indemnity by this policy is extended to include insured's legal liability to Third parties (but not to the members of family and/or his employees) arising out of the possession by or on behalf of the Insured of any power operated lift, hoist, crane or escalator.

### **5. Liability for food or drink poisoning (Excluding outside catering)**

It is hereby declared and agreed that the indemnity granted by this policy applies to the Insured's legal liability for accidental bodily injury (including illness) and accidental loss of or damage to property (both as defined in the Policy) caused by or attributable to food and drink sold or supplied or provided by the Insured. It is further agreed that,

- a) The indemnity granted by this endorsement shall not apply to any clam for injury or fatal disease or otherwise sustained or contracted by any animal.
- b) The liability of the Company under this Endorsement shall not exceed during the period of insurance the limit of liability stated in the Schedule of this Policy exclusively of the costs and expenses incurred with the written consent of the Company.

## **SECTION 4 – MONEY IN TRANSIT COVER**

In consideration of the insured paying to the Company the premium The Company hereby agrees, that subject to the terms, exceptions and conditions contained herein or endorsed hereon to indemnify the Insured for the loss or damage occurring as stated in the schedule during the period set forth in the said schedule in the manner and to the extent hereinafter provided.

### **1. Money in Transit**

Loss of Money in the care or custody of Insured or any authorized employee whilst in direct transit as specified in the Schedule not exceeding, for any one occurrence the amount specified in the Schedule.

## **2. Money on the premises**

Loss of Money whilst on the premises specified in the Schedule,

(i) When open for business and not left unattended not exceeding for any one occurrence, the amount so specified in the Schedule

(ii) When closed for business and left unattended BUT limited to Rs.10,000/- any one loss unless such money is secured in a locked safe or locked strong room, but subject to such limit as specified in the Schedule including loss or damage to safe, strong room etc. mentioned in item 3 below.

## **3. Damage to Safe or Strong room etc.**

Loss of or damage to safes or strong rooms or any case, bag or waistcoat containing money, caused by any person stealing or attempting to steal money insured herein.

## **4. Death or bodily injury of employees carrying or handling money**

Personal Accident benefits for the following amounts for death or bodily injury of employees whilst carrying or handling money on behalf of the Insured.

(i) death or Total Permanent Disablement - Rs.100,000/-

(ii) loss of both limbs or both eyes or loss of one limb and one eye - Rs.100,000/-

(iii) loss of one limb or one eye - Rs. 50,000/-

Provided Death or disablement occurs within 12 calendar months from the date of incident. Total Disablement would mean disablement entirely preventing the injured person from wholly attending to his business. Loss of limb would mean physical separation at or above the wrist or ankle.

## **5. Damage to Clothing**

Loss of or damage to clothing of any principal or employee of the Insured because of an assault of such principal or employee by any person stealing or attempting to steal money insured herein but not exceeding Rs.2,500/- any one occurrence.

### **This section does not cover,**

#### **1. Dishonesty of Employees**

Loss of money by fraud or dishonesty on the part of any of Insured's employees unless such loss is discovered within three working days of its occurrence.

#### **2. Shortage or Errors**

Loss or shortages due to depreciation or currency fluctuation or clerical or accounting errors or omissions.

#### **3. Cash in open an Unattended Vehicles**

Loss of cash under such circumstances or unattended vehicles.

#### **4. Loss whilst in premises by theft**

Loss whilst in the premises by theft, other than theft involving entry to or exit from the premises by forcible and violent means or following assault or violence or threat thereof to the Insured or to his employees.

#### **5. Loss by use of key or security code / PIN**

Loss following the use of key or any duplicate or any security code / PIN to the safe belonging to the Insured unless such key or security code / PIN has been obtained by assault or violence or threat.

#### **6. Consequential Loss**

Any consequential loss

#### **7. Territorial Limits**

Loss or damage occurring outside the territorial limits of Sri Lanka.

#### **8. Security Company Carryings**

Money in the custody of the Security Company unless specifically stated on the Schedule.

#### **9. Any unexplainable disappearances / losses**

#### **10. Contagious or Infectious Disease**

It is hereby declared and agreed that this Policy does not cover any liability in respect of death or personal Injury including illness of any person or any loss, damage, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with or in any way related to contagious or infectious disease of any kind.

### **WARRANTIES**

1. The above premises should be guarded by watchmen and / or security personal normal and after business hours.
2. The money should be kept in an unmovable iron safe after normal business hours.
3. The safe or strong room or drawer containing money should be kept locked and the keys be kept in the personal custody of the insured or an authorized employee of the insured and it should be removed from the insured's premises after normal business hours.
4. All records of money should be maintained and monitored by a senior officer/ manager or owner daily and audited periodically.
5. All transits should be accompanied by two (02) permanent employees of the insured by own/hired closed motor vehicle only
6. All transit should be made between 6.00 AM to 6.00 PM.

## **SPECIAL CONDITIONS**

### **(i) Premium Computation**

The premium stated in the Schedule is provisional and is subject to adjustment. The provisional premium is calculated on the estimated aggregate amount of Money in Transit during the period of insurance. The Insured shall supply within thirty days after expiry, a declaration of the actual aggregate amount of Money in Transit showing separately all Transits described in the Schedule and the actual premium shall be calculated on such declared actual aggregate amount of Money in Transit. If the resultant premium be greater than the provisional premium, the Insured shall pay the difference or if it be less the difference shall be repaid to the Insured subject always to any minimum premium stipulated.

### **(ii) Protection Maintenance**

It is a condition precedent to the liability of the Company that the protections and precautions provided for the safety of the insured money shall always be in use, maintained in good order throughout the currency of this Insurance and in no way varied or removed without the written consent of the Company.

### **(iii) Keys**

It is a condition precedent to the liability of Company that all keys and duplicate keys of safes, strong rooms, and alarms are removed from the Premises always specified in the Schedule at when such Premises are closed or left unattended.

### **(iv) Non-Contribution**

There shall be no liability under this Insurance in respect of any claim where the Insured is entitled to indemnity under any other Policy EXCEPT in respect of any excess beyond the amount which would have been covered under such other Policy had this Insurance not been effected.

## **ENDORSEMENTS**

The following Endorsements only apply to this Policy when specifically mentioned in the Schedule, and are, subject otherwise to the terms, exceptions and conditions of this Policy.

1. Riot & Strike
2. Terrorism

## SECTION 5 – PLAE GLASS COVER

The Company hereby agrees, that subject to the terms, exceptions and conditions contained herein or endorsed hereon to indemnify the Insured for the loss or damage occurring as stated in the schedule during the period set forth in the said schedule in the manner and to the extent hereinafter provided.

### 1. Accidental breakage of Glass

Accidental breakage of glass, as described in the Schedule attached, its intrinsic value (including the cost of boarding up necessarily incurred) not exceeding the sum specified in the Schedule.

### 2. Accidental damage to Display Window Contents, windows and door frames, expenses of Removal etc.

- a) Damage to the contents of display windows
- b) The expense of removal and reinstatement of obstructions to the replacement of glass
- c) Damage to window and door frames. Provided that,
  - (i) Such damage or expense follows upon breakage of glass for which there is a valid claim under 1 above, and
  - (ii) The liability under 2(a), 2(b) & 2(c) shall not in the aggregate exceed Rs.10,000/-

**This section does not cover,**

### 1. Damage Caused by Workmen

Breakage of glass caused by workmen effecting alterations or repairs on the premises.

### 2. Fire and Allied Perils

Breakage of glass resulting directly or indirectly from fire, lightning, explosion, typhoon, storm, tempest, flood, hurricane, volcanic eruption, earthquake or other convulsions of nature.

### 3. Scratches, manufacture defects and heat cracks

Loss or damage caused by scratches, manufacture defects and cracks caused by heat.

### 4. Breakage due to Dilapidation of Frames

Breakage due to dilapidation of frames or framework.

### 5. Excess

An excess will be deducted after the final adjustment has been made to each claim subject to other terms and conditions or as stated in the Schedule.

### **Special Condition,**

Alteration All the glasses described by this Policy are insured only as long as they are fixed. If there be any alteration of the premises, or in the tenancy, sub- tenancy, occupancy of, or business carried on in the buildings containing the glass described in this Policy, or if the premises should become void or disused, then and in every such case the same must be immediately notified to the Company and if the risk is increased the Company shall have the option of charging a suitable extra premium or of refusing to continue the Insurance.

### **SECTION 6 – PERSONAL ACCIDENT COVER (AGE LIMIT: 18 – 75)**

It is agreed that if at any time during the period of insurance for which premiums are payable in respect of this Policy, the insured person(s) named in the schedule and whose occupation has been described in the proposal and no other for the purpose of this insurance shall sustain bodily injury caused solely by violent accidental external and visible means the Company subject to the exceptions, provisions, conditions and to any memoranda endorsed hereon will pay to the Insured or his legal personal representatives as the case may require the sum or sums set out in the schedule, in accordance with the percentages indicated below :-

(a) Shall sustain any bodily injury resulting solely and directly from an accident caused by outward, violent and visible means and such injury shall within ninety (90) days of its occurrence solely, directly and independently of all other causes result in the death of the Insured person then the Company shall pay the sum insured specified in the Schedule of the Policy.

(b) Shall sustain any bodily injury as a result of an accident caused by outward, violent and visible means (and proves the same to the satisfaction of the Company) which accident results in total & permanent disablement such that there is neither at the time disablement commences nor at any time thereafter, any work, occupation, or profession that the Insured person can ever be capable of doing or following to earn or obtain any wages, remuneration or profit, arising solely from violent, accidental and external means provided however, that such disablement must last for not less than six months in duration, and if it is thereafter admitted as total and permanent for the purpose of this clause, liability of the Company shall accrue as from the date of commencement of the disablement and the Company agrees, on receipt of satisfactory proof of such disability to pay the sum insured specified in the Schedule of the Policy.

The occurrence of any of the following shall also be considered as total and permanent disablement:

- (i) Total and irrecoverable loss of sight of both eyes
- (ii) Loss by severance of two limbs at or above wrist or ankle
- (iii) Total & irrecoverable loss of sight of one eye and loss by severance of one limb at or above wrist or ankle.

(c) Becomes subject to permanent partial disability as a result of an accident caused by outward, violent and visible means, and proves the same to the satisfaction of the Company, the Company agrees, on receipt of satisfactory proof of such disability to pay the proportion of the Sum Assured specified in the Schedule of the Policy, and in accordance with the percentages of such sum insured as indicated below :-

## COMPENSATION

Total and permanent loss of/loss of use of: -

a)	Sight in one eye except perception of light	50%
b)	Lens of one eye	50%
c)	Hearing in both ears	50%
d)	Speech	75%
e)	One limb by severance	50%
f)	Thumb and four fingers of one hand	50%
g)	Four fingers in one hand	35%
h)	Thumb (both phalanges)	15%
i)	Thumb (one phalanx)	10%
j)	Index finger (three phalanges)	10%
k)	Index finger (two phalanges)	08%
l)	Index finger (one phalanx)	04%
m)	Middle finger (three phalanges)	10%
n)	Middle finger (two phalanges)	04%
o)	Middle finger (one phalanx)	02%
p)	Ring finger (three phalanges)	10%
q)	Ring finger (two phalanges)	04%
r)	Ring finger (one phalanx)	02%
s)	Little finger (three phalanges)	05%
t)	Little finger (two phalanges)	03%
u)	Little finger (one phalanx)	02%
v)	All toes of one foot	17%
w)	Great toe (two phalanges)	05%
x)	Great toe (one phalanx)	02%
y)	Any other toe	03%

(d) Shall sustain any bodily injury as a result of an accident caused by outward, violent and visible means (and proves the same to the satisfaction of the Company) which accident temporarily and totally disables him and prevents him from attending to his business or occupation of any and every kind, the Company agrees, on receipt of satisfactory proof of such disability, to pay 0.5% of the sum insured for every week of total disablement (not exceeding Rs.5,000/- per week) up to a maximum period of 52 weeks.

## LIMIT OF LIABILITY

The cumulative liability of the Company for any single insured life/person is limited to a maximum of Rupees Twenty-five million (Rs.25,000,000/-) in respect of the perils insured under this Policy, irrespective of the number, nature or type of policies that may be in force for the insured life/person.

This limit of Rupees Twenty-five million (Rs.25,000,000/-) will apply jointly to all policies covering the insured.

### **This section does not cover,**

This benefit does not cover injury or death resulting from such injury caused or aggravated directly or indirectly, in whole or in part by any one or more of the following:

#### **(a) Pre-existing physical conditions.**

Any pre-existing physical weakness defect or disease or by any injury sustained prior to that in respect of which a claim is made hereunder.

#### **(b) Hazardous sports**

Racing of any kind other than on foot and any practice thereof.

#### **(c) Flying except as passenger**

Flying or attempting to fly in, or using or attempting to use, an aerial device of any description, other than as a fare-paying passenger.

#### **(d) Self-inflicted injury**

An act or attempted act of self-injury, suicide or participation in any criminal act.

#### **(e) Alcohol and drugs**

Being under the influence of alcohol or drugs otherwise than in accordance with the directions of a registered medical practitioner.

#### **(f) War, civil war etc.**

(i) War, Invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not.)

(ii) Riot, strike, civil war, mutiny, civil commotion, terrorism, assuming the propulsions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power.

(iii) 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.

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

(v) Action taken by any member of the armed or police forces whilst attempting to quell any such aforementioned acts, or whilst attempting to arrest or apprehend an Insured Person in connection with their direct or indirect participation or involvement in any such aforementioned acts.

**(g) Military service etc.**

Active military or naval service, air force, police or similar service.

**(h) Age**

This benefit does not cover persons who are aged more than seventy-five years and less than 18 years.

**PROVISIONS**

1. Benefit D under the caption “what this Policy covers” shall be payable:
  - (a) At the end of the period of disability but interim payments at not less than 4 weekly intervals may be made at the discretion of the Company.
  - (b) For not more than 52 weeks in respect of anyone injury.
2. The Company shall not in respect of the same accident be liable to pay in respect of any one insured person more than one of the Benefits A to D nor shall more than one Benefit be payable in respect of the same period.
3. Benefits shall only be payable provided death occurs within 90 days or disablement commences within 12 months of the date of injury.
4. “Loss of Limb” shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

**Special Conditions**

**(i) Rights of Company regarding medical examination and post- mortem**

The Company shall be entitled in the case of non-fatal injury, to call for examination by a medical referee appointed by the Company whenever required by the Company and in the event of death to have a postmortem examination.

**(ii) Notice of increase in risk**

The Insured shall give notice to the Company of any alteration whereby the risk of injury is increased and until the Company shall be advised of such alteration and shall have expressly agreed to accept liability for such altered risk the Company shall not be liable in respect of any injury due altogether or in part to such alteration.

**(iii) Adjustment of premium**

Within one month from the expiry of this Policy or of any renewal thereof the Insured shall if the premium be adjustable furnish a statement of the total wages and salaries or such other particulars and information as the Company may require for the purpose of assessing any premium which may be due to or from the Insured subject always to any stipulated minimum premium.

## **ENDORSEMENTS**

The following Endorsements only apply to this Policy when specifically mentioned in the Schedule, and are, subject otherwise to the terms, exceptions and conditions of this Policy.

1. Riot & Strike
2. Terrorism

## **SECTION 7 – FIDELITY GUARANTEE COVER**

Subject to the Provisions Exceptions Conditions and to any memoranda endorsed hereon the Company will indemnify the insured against direct loss of money and/or goods which belong to the Insured or for which the insured is responsible at law sustained by reason of any act of fraud or dishonesty committed by the Employee during the Period of Insurance in the Capacity and during uninterrupted service with the Insured.

The amount of any loss paid hereunder shall automatically be reinstated as from the date of discovery of the act of fraud or dishonesty causing such loss provided always that

- (i) the insured shall pay the appropriate additional premium
- (ii) the amount of such reinstatement shall be available only for claims in respect of subsequent acts of fraud or dishonesty.

### **PROVIDED THAT**

1. The loss shall be discovered not later than six months after the expiry of this Policy or the death of the Employee or the termination of the service whichever shall first happen.
2. Not more than one claim in respect of the same Employee shall be payable hereunder.
3. All monies which the Employee would have been entitled to receive from the Insured but for the act of fraud or dishonesty shall be deducted from the amount of loss before a claim is made under this Policy.
4. The liability of the Company during the whole period of the subsistence of this Policy shall not exceed the individual Limit of Indemnity in respect of any one Employee nor the Aggregate Limit of Indemnity in respect of any number of Employees in collusion

### **This section does not cover**

1. Loss caused by an employee not identified or based outside Sri Lanka. Loss sustained by reason of any fraud or dishonesty committed by an employee
  - (a) whom the Insured is unable to identify by name
  - (b) who is based outside the Democratic Socialist Republic of Sri Lanka.
2. Any loss
  - (a) discovered prior to the inception date of the Policy Period stated in the Schedule, or
  - (b) discovered subsequently to the termination or expiry of this Policy.

**(i) Conditions precedent to liability**

It is a condition precedent to any liability under this Policy that the Insured shall comply in all material respect with the following:

- (a) A Rule Book, or Books, or written instructions covering all aspects of the insured's business shall be maintained and operated which clearly defines the duties of each Employee each of whom must have had their attention drawn to the same and to their duty of compliance therewith.
- (b) The duties of each Employee are arranged so that no one Employee is permitted to control any transaction from commencement to completion.
- (c) Joint Custody shall be established and maintained for the safeguarding of:

- (i) Property while in safes or vaults.

- (ii) All keys to safes and vaults.

- (iii) Codes, cyphers and test keys.

“Joint custody” means the handling of the above in the presence of, and under the observation of, at least one other person, said person being equally accountable for the physical protection and safeguarding of the various items or records involved. Locks and combinations on vaults and safes must be so arranged that no one person can open them alone.

- (d) Dual Control shall be established and maintained for the handling of:

- (i) All types of securities, negotiable and non-negotiable instruments and unissued and blank forms of said items.

- (ii) The reserve supply of official cheques, drafts and unissued travelers' cheques.

- (iii) Dormant accounts of depositors.

- (iv) Codes, cyphers and test keys.

“Dual Control” means the work of one person in processing transactions being verified by a second person and both sharing the accountability.

- (e) Each Employee shall be required to take an uninterrupted holiday of at least two weeks in each calendar year during which the Employee shall perform no duties and shall stay away from the insured's premises.

- (f) In addition to the normal audit of the books and accounts of the business by the Auditors, the Insured's independent outside shall conduct a thorough internal audit, examination and review of internal controls at least once in each calendar year at all Premises, including insured's computer centers and facilities, at which the business is carried on and shall retain the records and working papers relating to such audit.

**(ii) Right of company to examine books of accounts etc.**

The Company shall, in case of any loss or possible loss to the insured, be admitted at all reasonable times to examine into the circumstances of the loss and the Insured shall produce all books, accounts, receipts and documents relating to the loss or containing entries relating to the loss and if required so to do by the Company furnish copies of or extracts from them and assist the Company in all possible manner to ascertain the loss.

**(iii) Notice of change in nature of business, systems of check etc.**

Notice shall be given to the Company of any alteration in:

- (a) The nature of Business
- (b) The stated Capacity of the Employee
- (c) The system of check declared to the Company and unless the Company has given its consent in writing it shall not be liable for any loss due altogether or in part to such alteration.

**(iv) Acts of insured to prosecute defaulting employee**

The Insured shall (when required by the Company but at the expense of the Company) use all diligence in prosecuting to conviction any employee for the act of fraud or dishonesty in respect of which a claim shall have been made under this Policy.

**(v) Rights of the company to recover from third parties**

The Company may at any time at its own expense take such steps as it may deem fit to obtain reimbursement from the employee or the employee's estate of any loss which the Company shall have paid or become liable to pay under this Policy and for this purpose may use the name of the insured who shall as and when required give all necessary information and assistance to the Company.

**(vi) Duty of insured to utilize insured's assets to reduce loss**

All moneys, cash securities, estate and effects of the employee in respect of whom a claim is hereunder, which shall be received, possessed or in the hands of the insured, shall be applied in reducing the amount of liability of the Company, in priority to any other claim the insured may have on such moneys, cash securities, estate or effects.

**(vii) Adjustment of premium clause**

Within one month from the expiry of this Policy or of any renewal thereof the insured shall if the premium be adjustable furnish a statement of such particulars and information as the Company may require for the purpose of assessing any premium which may be due to or from the insured, subject always to any stipulated minimum premium.

**(viii) Retro-active clause**

Where this Policy replaces a policy issued by another insurer (hereinafter called the superseded Policy) expiring at the same time as the commencement of this Insurance the Company will pay any loss which

would have been recoverable under such superseded Policy(s) subject to its terms and conditions and limitations but which is not recoverable thereunder solely by reason of the expiration of the period allowed following expiry in which to discover losses. Provided always that the amount payable under this Policy and under this Clause shall not be cumulative the total liability of the Company being limited to the amount insured under the superseded Policy(s) or the amount insured in respect of such employee under this Policy whichever is lesser. No claim shall however be payable except in respect of that which has arisen within six months prior to the commencement of this Policy.

## **SECTION 8 – WORKMEN’S COMPENSATION COVER**

This Policy witnessed that if at any time during the period of insurance any employee in the insured’s intermediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the insured in the business and if the insured shall be liable to pay compensation for such injury either under

**Workmen Compensation Ordinance 1934** and Subsequent Amendments Prior to the Date of Issue of this Policy or at Common Law.

Then subject to the terms, exceptions and conditions contained herein or endorsed hereon the Company will indemnify the insured against all sums for which the insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in Law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

### **What this section does not cover,**

The Company shall not be liable under this Policy in respect of

- (a) Any injury by accident or disease directly attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.
- (b) The liability to employees of contractors of the Insured.
- (c) Any employee who is not a “workman” within the meaning of the Law(s).
- (d) Any liability of the Insured which is attached by virtue of an agreement but which would not have attached in the absence of such agreement.
- (e) Any sum which the Insured would have been entitled to recover from any party but for an agreement between the insured and such party.

## ENDORSEMENTS

1. **Strike, Riot & Civil Commotion**
2. **Terrorism Endorsement for Compensation Insurance Cover,**

Notwithstanding anything to the contrary contained in the Workmen Insurance Policy, it is hereby declared and agreed that:

- 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 which 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 or 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 about on land, sea, or air shall be regarded as falling within the definition of Terrorism above.
- b. The amount recoverable under this extension shall not exceed Rs. 550,000/- per workmen. 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. The amount to be stated here is the maximum limit of cover available to the relevant category/class.

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 death/injury 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 National Insurance Trust Fund subject however to the limits and deductibles specified in this Endorsement. It is further declared and agreed that this extension is subject to the following exclusions:

- 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. Ionizing 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, biochemical, or electromagnetic weapon.

#### B. Institute Cyber Attack 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 National Insurance Trust Fund 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 death/injury is not covered by this Endorsement, the burden of proving that such death or injury is covered shall be upon the insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

### SECTION 9 – ELECTRONIC ALL RISK COVER

The Company hereby agrees, that subject to the terms, exceptions and conditions contained herein or endorsed hereon to indemnify the Insured for the loss or damage occurring as stated in the schedule during the period set forth in the said schedule in the manner and to the extent hereinafter provided.

The Insurance by this Section is in respect of loss of or damage to the electronic equipment, computer, associated equipment, and other items described in the Schedule from any accidental cause whilst at the situations specified in the Schedule or in the case of remote terminals data inks and data carrying materials whilst at any other situation within Sri Lanka and whilst in transit hereto and therefrom.

#### **Limit of liability,**

The amount of liability hereunder shall not exceed 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.

**The indemnity granted herein includes provision for,**

### **1. Automatic Cover**

All additional equipment purchased during the year up to a maximum value of 25% of the sum insured under this Section. Subject to the insured notifying the Company before expiry date and additional premium being paid with effect from the next renewal date.

### **2. Expediting Costs**

In the event of damage to the equipment for which liability has been admitted under this Section additional expenses for expediting repairs up to 25% of the normal cost of repairs will be paid by the Company in connection with expenses incurred for working overtime or express carriage charges provided always that the limit of the liability shall not exceed Rs.2000/= any one occurrence.

### **3. Consulting Engineers Fees**

An amount in respect of consulting engineer's fees necessarily incurred in the reinstatement of the equipment consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed that authorized by the relevant professional bodies, provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item.

### **4. Debris Removal**

All expenses necessarily incurred in:

- a) Removing debris, dismantling or demolishing and shoring up or propping of the equipment consequent upon loss or damage insured
- b) Shoring up, propping or protecting any of the equipment whether damaged or not provided that this is necessitated by loss or damage insured provided that the liability for such loss or damage and/or costs incurred under (a) and (b) shall not exceed in the aggregate the sum insured by each item.

**This section does not cover**

### **1. Maintenance Agreement**

Loss or damage described herein for which the Makers, Suppliers, Agents or other competent Engineers acceptable to the Company are responsible under the terms of their Maintenance Agreement with the Insured.

### **2. Wear and Tear**

“Mechanical Breakdown” wear and tear, gradual deterioration due to atmospheric conditions or otherwise or rust, corrosion or oxidization.

### **3. Willful Act**

The willful act or willful neglect of the Insured.

### **4. Prior to Commissioning**

Loss or damage occurring prior to successful completion of commissioning trials.

### **5. Bulbs Valves etc.**

Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals), Aesthetic defects, such as scratches on painted, polished or enameled surfaces, In respect of the part mentioned under (6) above, the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

### **6. Damage Caused by Computer Virus etc.**

This policy excludes liability for loss or damage of every description directly, indirectly, consequentially or otherwise arising from or caused by the action or intervention of any Computer Virus, Worm, Trojan horse, Mailbomb or any Computer Program.

### **7. Pressure Waves from Aircraft**

Damage or consequential loss directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

## **SPECIAL CONDITIONS**

### **(i) Basis of settlement**

In the event of the equipment covered being lost, destroyed or damaged the basis upon which the amount payable is to be calculated shall be the value covered or the market value of the equipment covered whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear as per the Schedule. The term market value shall mean the value of the equipment covered herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

### **(ii) Any single item exceeding Rs.250,000/- in value**

No one item of equipment is deemed to exceed Rs.250,000/- in value, unless such item is separately specified and its value stated in the Schedule.

### **(iii) Servicing and maintenance by makers or suppliers**

The Insured shall during the currency of this Policy keep in force a contract under which the electronic equipment insured by this Policy is regularly serviced or maintained by its makers, supplier's agents or other competent engineers acceptable to the Company.

#### **(iv) Warranty**

It is warranted that all equipment covered under this policy that is to be powered and/or energized electrically either directly or alternating current mains supply rated voltage, or indirectly by transforming to some other voltage from alternating current mains supply rated voltage shall be so done through an AC Mains Surge Protection Device or an Uninterrupted Power Supply incorporating a Surge Protection Device.

If any equipment is connected to any leased data circuit, any public data and/or telephone network, or a private data and/or telephone network extending beyond the immediate building or housing where such equipment is installed, such equipment shall be connected incorporating such surge-protection devices and incorporating an effective protective electrical earth of adequately low earth resistance.

#### **(v) Right of inspection & additional precautions requirement**

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 ensuring 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 cover provided under this Policy is confirmed in writing by the Company.

#### **(vi) Waiver of subrogation rights**

The Company agrees to waive any rights against any Parent Company and/or Subsidiary Company of the Insured and/or any Company whose activities are conducted and/or managed by the Insured in whole or in part and/or Regular Share Time Users of the Computer Equipment arising out of any payment made under this Policy providing that the Insured does not receive any form of indemnity or damages or otherwise from such Company and/ or user.

### **ENDORSEMENTS**

The following Endorsements only apply to this Policy when specifically mentioned in the Schedule, and are, subject otherwise to the terms, exceptions and conditions of this Policy.

1. Riot & Strike
2. Terrorism

## GENERAL CLAUSES APPLICABLE TO ALL SECTIONS

### 1. INFORMATION TECHNOLOGY CLARIFICATION CLAUSE

It is hereby declared and agreed that physical damage to the substance of property insured Under this policy shall not include damage to data, software in particular, any detrimental change in data, software or computer programs that is caused by a deletion, corruption or a deformation of the original structure.

Consequently, the following are excluded from this policy,

- a) Loss or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage.
- b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.

### 2. MARINE CLAUSE

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

### 3. 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 therefore 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.

#### **4. 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 increased 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 cancel this agreement.

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

#### **4. PRO-RATA CLAUSE**

In consideration of the premium being calculated pro-rata temporize the Insured undertakes to renew the insurance for an amount not less than the sum hereby insured for a period of one year, failing which the Insured agrees to pay the difference between such premium and that calculated under the customary short period scale.

#### **5. IDENTIFICATION CLAUSE**

The property described in the Schedule is the only property so situate and answering to the said description in which the Insured is interested.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

Save as expressly stated to the contrary, and in addition to the specified Exclusions stated for any individual cover, no cover is available hereunder and no payment will be made by the company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Loss or damaged directly or indirectly caused by or through or in consequence of:
  - 1.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
  - 1.2 Munity, civil commotion, military or popular rising, insurrections, rebellion, revolution, military of usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation of martial laws of state siege,
  - 1.3 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 influence of it by terrorism or violence.
2. The insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, loss of earnings, loss by delay, loss of market or otherwise, business interruption or any claims arising out of loss of a pure financial nature such as loss of goodwill or other consequential or indirect loss or damage of any kind or description whatsoever,
3. Any loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
4. Any 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 purposes of this Condition (4) only combustion shall include any self- sustaining process of nuclear fission.
5. Any loss or damage caused by depreciation or wear and tear,
6. Loss by theft during or after the occurrence of fire,
7. Loss or damage to property occasioned by its own fermentation, natural heating or Spontaneous Combustion except as may be provided in accordance with general condition 5 (viii), or by it undergoing any heating or drying process,
8. Loss or damage occasioned by or through or in consequence of:
  - 8.1 The burning of property by any public authority
  - 8.2 Subterranean fire
9. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material,

10. Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
11. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material,
12. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
13. Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,

Provided nevertheless that the Company is not relieved under (11) or (12) above of any liability to the insured in respect of physical damage to the property Insured occurring before dispossession or during temporary dispossession.

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.

#### **14. Electronic Data Endorsement**

Notwithstanding any provisions to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (included but not limited to **COMPUTER VIRUS**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**ELECTRONIC DATA** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**COMPUTER VIRUS** means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b. However, in the event that an insured peril results from any of the matters described in paragraph (a) above, this Policy, subject to all terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this policy directly caused by perils otherwise not excluded.

### **15. Radioactivity Exclusion Clause**

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- ionizing 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive
- force or matter.

The exclusion in respect of nuclear reactions shall not apply to radioactive nuclei being outside a nuclear plant and used or destined to be used for industrial, commercial, agricultural, medical or scientific purposes provided that no license valid for production, use, storage and disposal of nuclear matter has to be issued by any public authority due to local law.

### **16. Pollution and Contamination Exclusion Clause**

This insurance does not cover loss, damage, cost or expense of EXCLUSIONS whatsoever nature directly or indirectly caused by, resulting from or in connection with any loss arising from Pollution and Contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- Pollution or contamination which itself results from a peril insured against.
- Any peril insured against which itself results from pollution or contamination.

### **17. Cyber And Electronic & Digital Data Exclusion**

Notwithstanding any provisions to the contrary within this Contract or any endorsement thereto, it is hereby understood and agreed as follows:

This Contract does not cover any damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of ELECTRONIC &

DIGITAL DATA from any cause whatsoever (including, but not limited, to COMPUTER ATTACK and/or CYBER WAR & TERRORISM EVENT) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

For the purposes of this endorsement:

**ELECTRONIC & DIGITAL DATA** means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment.

**ELECTRONIC & DIGITAL DATA** shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

**COMPUTER ATTACK** means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

**CYBER WAR & TERRORISM EVENT** means any:

- a. act of terrorism (as defined under this Contract or, if not defined under this Contract, as governed by the applicable laws and regulations) regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage. Act of terrorism shall also include Cyberterrorism, i.e. any premeditated politically, religiously or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against the computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives; and/or
- b. hostile or warlike action in time of peace, civil war or war.

However, in the event that an insured peril listed below results from any of the matters described in section (1) above (except CYBER WAR & TERRORISM EVENT), this Contract, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Contract period to property (re)insured by this Contract directly caused by such listed perils to the extent covered and not otherwise excluded under this Contract.

Except as otherwise provided in this endorsement, all terms, provisions, conditions, exclusions and limitations of this Contract shall have full force and effect.

## **18. Communicable Disease Exclusion**

This insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable

Disease (e.g. any action taken in controlling, preventing or suppressing a Communicable Disease) regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. The method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms and
3. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Notwithstanding the foregoing, losses directly caused by any otherwise covered peril under subject Policies and not otherwise excluded under this insurance agreement shall be covered.

## 19. Sanction Clause

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

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

### 1. MIS-DESCRIPTION

The Company shall not be liable under this Policy if there is any material misdescription or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact.

### 2. RECEIPTS

No payment of premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an authorized officer of the Company shall have been issued to the Insured.

### 3. OTHER INSURANCES

The Insured shall give notice to the Company of any other insurance or insurances already effected or which may subsequently be effected covering any of the property/Liability hereby insured and unless such notice is given all benefits under this Policy shall be forfeited.

### 4. FALLEN BUILDINGS

All Insurance under this Policy:

- (a) On any building or part of any building,
- (b) On any property contained in any building
- (c) On rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building shall cease immediately upon any fall or displacement of,
  - i. Such building or any part thereof
  - ii. The whole or any part of any range of buildings or of any structure of which such building form's part.

PROVIDED, that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material and provided that such fall or displacement is not caused by any peril hereby covered by this Policy or would be covered if such building, range of buildings or structure were insured under the Policy.

In any action suit or proceeding, the burden of proving that any fall or displacement is caused by an insured peril as aforesaid shall be upon the Insured.

### 5. RISKS NOT COVERED UNLESS EXPRESSLY INCLUDED

Unless otherwise expressly stated in the policy, this insurance does not cover:

- i. Goods held in trust or on commission.
- ii. Bullion or unset precious stones.
- iii. Any curio or work of art for an amount exceeding Rs 500-
- iv. Deeds, bonds, manuscripts, plans, drawings or designs, patterns, models, medals or moulds,
- v. Securities, obligations or documents of any kind, stamps, coins or paper money, bills of exchange, promissory notes, cheques, books of accounts or other business books, computer systems, records,

- vi. Coal against loss or damage occasioned by its own spontaneous combustion.
- vii. Jewelry, articles of gold, silver or platinum, watches, radios, cameras, musical instruments or other similar valuables
- viii. Explosives
- ix. Any loss or damage occasioned by or through or in consequence of explosion but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works will be deemed to be loss by fire within the meaning of this Policy.
- x. Any loss or damage occasioned by or through or in consequence of the burning whether accidental or otherwise of forest, bush, prairies, pampas, Patna or jungle and the cleaning of lands by fire.

## **6. ALTERATIONS AND REMOVALS**

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

- a. If the business occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by any insured peril,
- b. If the interest in the property insured pass from the insured otherwise than by will or operation of law,
- c. If property insured be removed to any building or place other than that in which it is herein stated to be insured,
- d. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

## **7. CANCELLATION**

This policy may be terminated by or on behalf of the company by giving the insured at least 7 days written notice under registered post to his last known address, and the company shall refund to the insured a pro-rata premium for the unexpired policy period. For the avoidance of doubt, the company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.

This policy may also be cancelled at any time at the request of the Insured in which case the Company will refund premium in accordance with the short period scale below: Short Period Scale.

## Short Period Scale

<b>Period of Risk (Not exceeding)</b>	<b>Premium to be retained (% the Annual rate)</b>
1 week	10%
1 month	25%
2 months	35%
3 months	50%
4 months	60%
6 months	75%
8 months	85%
Exceeding 8 month	Full Annual Premium

No refund premium shall be due on cancellation if the insured and/ or, where applicable, the Named insured, has made a claim under this policy.

### **8. RIGHTS OF THE COMPANY REGARDING SALVAG**

On the happening of any loss or damage to any of the property insured by this policy the Company may:

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened,
- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage,
- (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same,
- (d) Sell any such property or dispose of the same for account of whom it may concern.

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

If the Insured or any person on his behalf, on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of their powers here under all benefit under the policy shall be forfeited.

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

## **9. FORFEITURE**

If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy or if the loss or damage be occasioned by the willful act or with the connivance of the Insured or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection or (in case of an arbitration taking place in pursuance of the Arbitration Condition of this Policy) within 3 months after the arbitrator or arbitrators or umpire shall have made their award all benefits under this Policy shall be forfeited.

## **10. REINSTATEMENT**

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

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

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

## **11. SUBROGATION**

The insured and any claimant under this policy shall at the expenses of the company do or concur in doing or permit to be done all such acts and things that maybe necessary or reasonably require by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the company shall be or would become entitled or subrogate upon the Company paying for no making good any loss or damage under this policy whether such and things shall be or become necessary or required before or after the insured's indemnification by the company.

## **12. CONTRIBUTION**

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

## **13. AVERAGE**

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured hereon then the insured shall be considered as being his own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more than one of the policies shall be separately subject to this condition.

## **14. WARRANTIES**

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

## **15. ARBITRATION**

If any difference arise as to the amount of any loss or damage such difference shall independently of all 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 distressed person as arbitrator, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party, in case either party shall 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 their 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 arbitrator, arbitrators or umpire respectively and in the event of 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 of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

- i. The applicable law in and of the arbitration shall be Sri Lanka law.
- ii. The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.

It is agreed condition precedent to any right of action or suit upon this policy that an award by such arbitrator or arbitrators shall be first obtained.

In the event that, these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusively jurisdiction of the Sri Lankan Courts.

However, in respect of Section 4 and 5 this condition varied and applicable to all differences arising in connection with liability under said Sections.

## **16. TIME LIMIT FOR COMPANY'S LAIBILITY**

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the event of the loss or damage unless the claim is the subject of pending action or arbitration.

## **17. NOTICE**

Every notice and other communication to the Company required by this Policy shall be in writing or printed.

## **18. LOCAL JURISDICTION**

Any claim arising out of a suit action or judgment delivered or obtained outside the jurisdiction of the Democratic Socialist Republic of Sri Lanka shall not fall within the scope of the cover provided by this policy.

## **19. OBSERVANCE OF TERMS AND CONDITIONS**

The due observance and fulfillment of the terms, conditions and endorsements 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 said proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

## **20. REINSTATEMENT OF SUM INSURED**

Unless the sum insured is reinstated by the insured after the settlement of a claim (on the payment of an additional premium) the sum insured stands reduced by the amount of the claim paid in respect of each occurrence on any during any one period of insurance.

## **21. MAXIMUM AMOUNT PAYABLE**

The maximum amount payable under each item or section of this Policy shall not exceed the sum insured stated under the item or section.

## **22. REASONABLE PRECAUTIONS**

The Insured shall take all reasonable precautions for the safety of the property, selection and supervision of employees, securing all doors and windows and other means of entrance and make the property insured under this policy is in goods and substantial state of repair and shall so be maintained and to take measures to prevent accidents and comply with any statutory requirement or other regulations passed by local authority.

## **23. ARTICLES IN PAIRS OR SETS**

Where any item insured hereunder consists of articles in pairs or sets the company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set no more than a proportionate part of the insured value of the pair or set.

## 24. ELECTRICAL EXCLUSION CLAUSE

Applicable to electrical machines, apparatus, appliances, installations etc. if insured under this Policy. The Company shall not be liable for 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 cause (lightning included), provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture, fitting or portion of the electrical installation so affected and not to other machines, apparatus, fixtures, fittings, or portions of the electrical installation which may be destroyed or damaged by fire.

## 24. PREMIUM PAYMENT WARRANTY

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.

- i. 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”.
- ii. 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.

## DEFINITIONS APPLICABLE TO THIS POLICY

The following words or terms shall have the meaning ascribed to them wherever they appear in this policy, and reference to the singular or to the masculine shall include reference to the plural and to the female wherever the context so permits:

1. **Accident or accidental means** a sudden, unintended, fortuitous visible and external event.
2. **Bodily injury means** physical bodily harm or injury, but does not include any mental sickness, disease or illness.
3. **Burglary means** the unforeseen and unauthorized entry to exit from the insured premises by aggressive and detectable means with the intent to steal contents there from.
4. **Business means** the business of the insured specified in the schedule.
5. **Business equipment means** the item specified in the schedule which is contained in or fixed at the premises insured and used solely in the course of the business.
6. **Claims means** the receipt by the insured of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the insured, and/ or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third- or similar-party notice served upon the insured.
7. **Contents means** the items specified in the schedule.
8. **Damages means** monetary sums payable pursuant to judgment or award and/ or settlements negotiated by or on behalf of the insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary, relief, taxes or any other amount for which an insured is not financially liable, or which is without legal recourse to the insured, or any matter that may be or be deemed to be uninsurable under Sri Lanka law.
9. **Deductibles/Excess means** the amount stated in the schedule which shall be borne by the insured in respect of each claim made under this policy. The Company's liability to make any payment under the policy is in excess of the deductibles.
10. **Defense costs mean** the expenses incurred by or on behalf of the insured or the company in the investigation or settlement or defense of a claim and shall include legal costs and disbursements.
11. **Employee sum insured means** the amount specified in the schedule against the same of an employee which, subject to the limit of Indemnity, shall be the company's maximum liability for all claims in the respect of that employee.

12. **External data media means** the item specified in the schedule, which is located at or fixed in the insured premises.
13. **Insured means** the person named in the schedule.
14. **Insured premises mean** the premises named in the schedule from which the insured operates his business.
15. **Limit of indemnity means** the amount stated in the schedule, which shall be the Company's maximum liability under this policy (inclusive of damages and/ or defense costs, and regardless of the number of insureds or claimants or the total number of claims made against the insured) for any one claim and in the aggregate for all claims made against the insured during the policy period.
16. **Money means** Cash, Bank and Currency Notes including foreign currency notes, Postal Orders, Money Orders of the property of the Insured or for which he is responsible.
17. **Money in transit means** any mode of transportation of money for the payment of wages, salaries and other earning or for petty cash directly between a bank and/ or the insured premises and/ or a point in transit by the insured or an employee from the time money is received at the bank and/ or the insured premises and/ or a point in transit by the insured or an employee until delivered to the bank and/ or the insured premises and/ or a point in transit by the insured or an employee.
18. **Policy means** the proposal, the schedule, the policy document and any endorsements attached to or forming part thereof either on the effective date or during the policy period.
19. **Policy period means** the period between the commencement date and the expiry date shown in the schedule.
20. **Pollution means** and includes pollution or contamination by solids, liquor, gaseous or thermal irritants, contamination, smoke, vapor, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste material (including but not limited to any material to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil, or other tangible material property.
21. **Property damage means** actual physical damage to tangible material property belonging to a third person.
22. **Products means** any tangibly material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the insured and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the insured to his employee as a staff benefit.
23. **Retroactive date means** the date specified in the schedule.

24. **Robbery means** the theft of contents at the insured premises using unforeseen, aggressive and violent means against the insured's Employees.
25. **Sum insured means** the amount stated in the schedule, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claim made or the number of the insured's who make a claim) for any one claim and in the aggregate for all claims for which the company will make payment in relation to the cover to which the sum insured's relates during the policy period.
26. **Schedules mean** the schedule attached to and forming part of this policy.

## CLAIMS HANDLING PROCEDURE

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

- (a) Immediately notify the Insurers by telephone or email as well as in writing, giving an indication to the nature and extent of loss or damage.  
Hotline No 112303300 and Email [ccnmclaims@allianz.lk](mailto:ccnmclaims@allianz.lk)
- (b) Take all steps within the Insured's 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 Insurers.
- (d) Furnish all such information and documentary evidence as the Insurers may require.
- (e) Inform the police authorities in case of loss or damage due to theft or burglary.

### Basic documents required,

- a. Completed claim form
- b. Estimate/Quotation for the repair
- c. Copy of the first statement made to the Police if applicable.

Upon receipt of the above, we will inform you if any additional information is required to establish the liability when processing claims.

## GRIEVANCES/COMPLAINTS HANDLING AND DISPUTE RESOLUTION PROCEDURE

### 1. How to make a complaint

In the event of a customer feeling that he/she is dissatisfied with the manner in which they have been served at any of our customer touch points or if our products do not meet their expectation there are many avenues open to our customers to reach the Complaints Handling Unit and make a complaint.

The following facilities are made available for complaints to be lodged.

By visiting or writing to: The Customer Experience Management Unit at Allianz Insurance Corporate office premises or by visiting any branch office or by visiting our Customer Care Centre, No 323, Union Place, Colombo 2.

- (i) Direct Telephone contact: Manager – Customer Experience / Complaints Management Unit 0114788796 and 0114788814

Complaints can be made via 24hrs

- Hotline - General Insurance 0112303300
- Hotline - Life Insurance 0112300400

- (iv) Email: email to reach us via [info@allianz.lk](mailto:info@allianz.lk)

Website: customer feedback form available at [www.allianz.lk](http://www.allianz.lk)

- (v) Standard noticeboard displayed at every branch at the front office with the contact numbers/email to reach the Customer Complaints Handling Unit.

Letters addressing to the Complaint officer in-charge as shown below

Manager – Customer Experience

Allianz Insurance Lanka Limited,

Levels 26-27, One Galle Face Tower,

No 1 A, Centre Road, Galle Face, Colombo 02.

**1.1.1 Language of preference:** Customers could make the complaints in Sinhala, Tamil or English at their convenient and all correspondence with the complainant is followed in the language in which the complaint was made.

1.1.2 Documents and information to be produced along with a complaint by the policy holder/insured:

- (i) Name of policy holder
- (ii) Policy number/vehicle number/claim number
- (iii) Contact details such as telephone no's/email, postal address
- (iv) Subject of the complaint
- (v) Description of the complaint -in writing preferably (email/letter/fax/social media)
- (vi) Documents or evidence supporting the complaints
- (vii) Category of insurance -Life, Motor or Non-Motor

## 1.2 Complaint Review Process

1.2.1 Registering/Recording of Complaints Every service, related complaints received at ranches/departments/Customer care center should be forwarded to Manager – Customer Experience via email or via the Complaint Management System. (CMS)

Each complaint is recorded in the Complaint Management System by the Complaints Handling Officers.

The system records are maintained with all the necessary information on the complaints, including,

- a) Name of policy holder
- b) Policy number/vehicle number
- c) Contact details/email
- d) Description of the complaint
- e) Date of receiving the complaint
- f) Category of insurance -Life, Motor or Non-Motor
- g) Date of acknowledgement
- h) Status of the complaint - Resolved/pending/Partially resolved
- i) Date of closing the complaint
- j) Date of Resolution
- k) Description of Resolution

### **1.2.2 Acknowledgement of complaints**

All complaints are recorded in the Complaints Management System within 3 days from receiving such a complaint. CMS is an in-house developed application enabling us to enter and monitor the complaints until the resolution is reached. A reference number for each complaint is provided along with an acknowledgement.

After receiving a complaint in writing, acknowledgement shall be sent within 3 working days. The acknowledgement contains the “Reference number” and “contact details” of the person to be contacted in the event that customer requires to know the status of the complaint.

### **1.2.3 Analysis of complaints**

- i. Every incoming complaint is categorized by the nature of the complaint. If the complaints are premium fraud related, misappropriation, wrong selling/mis selling, procedural violation, malpractices, data privacy & security related information, then complaints will be forwarded to the internal investigation unit for further investigations.
- ii. Customer Experience Management should also conduct a preliminary investigation in order to find out the facts and to resolve the complaints. However, the respective Department Head or Head of Branch/Regional Sales Manager and Provincial Sales Manager are required to support the Customer Experience Management unit to resolve the complaint within the set timelines.
- iii. If the Complaint handler views that further inquiry needs to be conducted based on the preliminary findings, the respective head of the department or head of branch should be informed of the same. Accordingly, an explanation should be given from the respective employee within (3) working days as per the Complaint Handling Procedure of the Company.

## Role of Complaint Handling Unit

The complaint shall be addressed to the respective department or operational unit by the Complaints Handling Unit. The status of the complaint should be kept informed and updated to customer.

- a) A Complaint Register shall be maintained and updated by the Complaints Handling Unit of CRM and by the respective Departments.
- b) Complaints Handling Unit should update the Complaint Management System of the outcome. Meantime, HR should take appropriate action based on the findings by the Inquiry and the copy of the decision should be filed in the personal file of the employee/agent.
- c) The outcome of the inquiry should be informed to the respective Department head and internal Investigation unit and Legal & Compliance for their information and records.
- d) The complaints Register must be orderly maintained at the respective Branch as well.

### 1.2.4 Timelines in complaints handling and communicating resolution

Activity	Timeline
Recording of Complaints	Within 3 days from the receipt date
Acknowledgement of Complaints	Within 2 days from the receipt date
Resolution for the service-related complaints	Within 8 working days
Resolution for the Premium Misappropriation related complaints	28 Days –Subject to availability of the facts and evidence
Communicating the resolution to customer	Within 2 days from the decision taken the facts and evidence
Responding to the appeal	Within 4 weeks from the receipt date

In case of an appeal, if the complainant is not satisfied with the resolution given, he or she could contact the following officer.

Name	Kasun Yatawara
Designation	Head of Market Management
Address	Allianz Insurance Lanka Limited, Levels 26-27, One Galle Face Tower, No 1 A, Centre Road, Galle Face, Colombo 02.
Mobile	775144972
Email	<a href="mailto:info@allianz.lk">info@allianz.lk</a>

### Dispute Resolution Mechanisms / Legal Proceedings

In the event the customers are not satisfied with the resolution given by the company, we would advise them to refer their complaint to the either Insurance Ombudsman or Insurance Regulatory Commission of Sri Lanka (IRCSL).

In addition to the above, arbitration clauses are incorporated in non-motor and motor policies with regard to determining quantum and/or terms of the policy depending on the policy. Further, Life policies do not have an arbitration clause included.

Office of Insurance Ombudsman

No 143A, Vajira Road, Colombo 5.

Telephone – +94 11 250 5542 / +94 11 250 5041

Email – [info@insuranceombudsman.lk](mailto:info@insuranceombudsman.lk)

Website – <https://insuranceombudsman.lk/>

Director Investigations

Insurance Regulatory Commission of Sri Lanka

Level 11 East Tower, World Trade Center,

Colombo 01.

Telephone – 0112396184-9 / 0112335167

Email – [investigation@irsl.gov.lk](mailto:investigation@irsl.gov.lk) / [info@irsl.gov.lk](mailto:info@irsl.gov.lk)

No action in law or equity shall be brought to recover under the policy until after the expiration of 60 days from the date of which proof of claim has been furnished in accordance with the policy conditions. The parties have agreed that the laws of the Republic of Sri Lanka shall apply in the event of any dispute, claim, question, or disagreement arising from or relating to this contract or the breach thereof, the parties shall use their best efforts to settle the issue. They shall consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties through the Company's Complaint Handling Procedure.

Failing which, parties may refer such disputes to a competent court of jurisdiction in Sri Lanka.

## GENERAL TERMS

### 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/dataprivacy-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 keeping 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 pre-approved by the Claims Administrator of the Insurance Company.