Allianz Insurance Lanka Ltd
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All Risks
Material Damage &
Business Interruption

In consideration of the Insured named in the Schedule carrying on the Business described herein paying to the Insurer the premium as stated in the said Schedule and in reliance upon the statements made to the Insurer by proposal and its attachments and the material incorporated therein the Insurer agrees to provide insurance in the terms of this Policy.

This Policy, Schedule, Specifications and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear unless a more specific meaning is stated as applying to a particular part of the Policy.

The liability of the Insurer during any one Period of Insurance shall in no case exceed the amount of any Sum Insured or in the whole the Total Sum Insured hereby or any other Limit of Liability expressed in the Specification at the time of the event (or such other sum or limit as may be substituted therefore by Endorsement hereon signed for and on behalf of the Insurer).

Classification: Internal

Section A - Material Damage ("All Risks")

Insuring Agreement

In the event of Damage (not otherwise excluded) to the Property Insured (not otherwise excluded) occurring at the Premises within the Territorial Limits during the Period of Insurance then the Insurer will by payment or at its option by reinstatement or repair indemnify the Insured for such Damage.

Definitions

1. Attended shall mean at least one person in charge keeping it under observation and able to observe any attempt by any person to interfere with it with a reasonable prospect of preventing any unauthorised interference.

2. Business shall mean the Business as stated in the Schedule.

3. Damage shall mean physical loss, destruction or damage.

4. Insurer shall mean Allianz Insurance Company Lanka Ltd

5. Occurrence shall mean any one physical cause (not otherwise excluded) or series of physical causes (not otherwise excluded) arising directly or indirectly from one original physical cause (not otherwise excluded) or series of similar physical causes (not otherwise excluded) without the intervention of any other cause starting from a new and independent source which occurs during the Period of Insurance.

6. Premises shall mean all Premises owned or occupied by the Insured for the purposes of the Business and situate as stated in the Specification.

7. Property Insured shall mean all real and material property, the property of the Insured or for which the Insured is responsible, as described in the Material Damage Specification consisting of

   (a) Buildings which include

      (i) landlords' fixtures and fittings

      (ii) outbuildings

      (iii) walls, gates and fences

      (iv) piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent that the Insured is responsible

   (b) Machinery, plant and all other contents therein and thereon,—other than property defined under Definition 7. (a) and 7. (c) including

      (i) tenants' improvements alterations and decorations

      (ii) contents of outbuildings

      (iii) contents in the open yards

      (iv) documents, manuscripts, plans, designs and business books, but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein

Classification: Internal

(v) patterns, models, and moulds, for an amount not exceeding Rs. 250,000

and so far as they are not otherwise insured

(vi) directors', employees', visitors' and customers' personal effects for an amount not exceeding Rs.50,000 in respect of each person

(c) Stock and materials in trade.

8. Territorial Limits shall mean Sri Lanka

Excluded Property

The Insurer will not be liable for Damage in respect of:

(a) Fences and gates and loose or moveable property stored in the open by theft or any weather condition (other than lightning) or dust

(b) Vehicles licensed for road use (including accessories), caravans, trailers, railway locomotives and/ or rolling stock, watercraft or aircraft other than mechanically propelled plant whilst at the Premises

(c) That part of the Property Insured which is actually being worked upon directly resulting therefrom or caused by any testing, repairing, adjusting, servicing or maintenance operation. This exclusion shall not apply to resulting Damage to other property Insured by this Policy

(d) Livestock, growing crops or trees

(e) Jewellery, precious stones, precious metals, bullion, furs, articles trimmed with fur, curiosities, antiques, rare books or works of art unless specifically mentioned as insured by this Policy

(f) Land, excavations, piers and jetties, bridges, culverts, roads or pavements

(g) Property or structures in the course of construction, erection or installation

(h) Any portion of electrical apparatus or electrical installation directly caused by a leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running, other than Damage by fire resulting from such causes

(i) Property in transit (save as specifically covered by any Extension to this Policy)

(j) Money, cheques, stamps, bonds, credit cards, securities of any description (save as specifically covered by any Extension to this Policy)

(k) Fixed glass (save as specifically covered by any extension to this policy)

(l) Glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects

(m) Property more specifically insured by or on behalf of the Insured.

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Excluded Contingencies

The Insurer will not be liable for Damage caused by:-

(a) (i) infidelity or dishonesty of the Insured or any of his employees, agents or other persons to whom Property Insured hereunder may be entrusted (except loss of money discovered within 30 days, if covered under any Money Extension herein) nor Damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory

(ii) misfiling or misplacing of information

(b) explosion occasioned by the bursting:

(i) in respect of Section A - of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus

(ii) in respect of Section B - of any vessel, machine or apparatus (not being a boiler or economiser on the Premises)

in which internal pressure is due to steam only and belonging to or under the control of the Insured; unless Damage by an event not otherwise excluded ensues and then the Insurer shall be liable only for such ensuing Damage

(c) (i) collapse or cracking of buildings or other structure

(ii) gradual deterioration, inherent vice, latent defect, insects of any kind, vermin, marring and scratching, ordinary wear and tear, dampness or dryness of atmosphere, extremes or changes of temperature or humidity, smog, shrinkage, evaporation, loss of weight, rust, wet or dry rot, corrosion, change in colour or texture or flavour or finish

but this shall not exclude Damage if resulting from an event which is not otherwise excluded

(d) delay or loss of market

(e) solidification of the contents of molten material holding units, molten material transmission lines and/ or appurtenances

(f) enforcement of any ordinance or law regulating the construction, repair or demolition of any Property Insured hereunder except as provided for in the Public Authorities Extension attached hereto

(g) water or other fluids causing Damage to stock if such stock is not on racks, shelves, pallets and/or stillage at least four inches above floor level

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(h) joint or nipple leakage, failure of welds, cracking , fracturing, collapse or overheating of boilers, economisers, superheaters, vessels or any range of tubes and pipes in connection therewith

(i) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, malicious damage (other than by fire or explosion) and theft or attempted theft when the Premises are empty or not in use

(j) (i) faulty or defective design, materials, workmanship or errors or omissions in processing

(ii) mechanical or machinery breakdown or electronic or electrical breakdown or derangement

(iii) interruption of the power or other utility service supplied to the Premises if such interruption occurs away from the Premises

unless Damage by an event not otherwise excluded ensues and then the Insurer shall be liable only for such ensuing Damage

(k) changes in the water table level and caused solely by such changes

(l) pollution or contamination but this shall not exclude Damage to the Property Insured, not otherwise excluded, caused by:

(i) pollution or contamination which itself results from:

fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft

(ii) any of the perils listed in Excluded Contingency (l) (i) above which itself results from pollution or contamination

(m) (i) subsidence, landslip or heave:

(a) occasioned by the settlement of made up ground or by coastal or river erosion or

(b) at any site which stands over mine workings or excavations or

(c) at any site where there has been a previous occurrence of subsidence, landslip or heave or

(d) occurring while the Property Insured or any part thereof is in course of erection or undergoing demolition, structural alteration or structural repair or there is any site excavation

(e) commencing prior to the granting of this cover

The Insured shall give immediate notice to the Insurer in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event, the Insurer shall have the right to vary or cancel this cover.

(ii) normal settlement or bedding down of new structures, cracking, shrinkage or expansion of pavements, foundations, walls, floors or ceilings.

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(n) theft other than theft involving entry to or exit from the buildings by forcible and violent means or any attempt thereat up to the limit stated in the schedule, except:

(i) to property as covered under any Money Extension herein or

(ii) to property as covered under any Goods in Transit Extension herein or

(iii) in consequence of assault and/or violence or any threat thereof

(o) in respect of Section A consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under Section A

Conditions

1. ***Automatic Reinstatement of Loss***

The sums insured hereby shall be automatically reinstated following Damage and the Insured shall pay the appropriate additional premium.

Provided that:

a) the terms of this Condition shall not apply to First Loss, Non-Average insurances or any Limit of Liability described as applying in the Aggregate during the Period of Insurance unless otherwise stated, and

(b) the Insurer may exercise its option under General Condition 3 (Cancellation).

2. ***Average***

The sum insured by each item (under each column where applicable) of this Section is separately subject to the following Condition of Average (unless such item is insured on a First Loss basis as shown in the Specification):

Whenever a sum insured is declared to be subject to Average, if such sum shall at the commencement of any Damage be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced.

3. ***Contracting Purchaser***

If at the time of Damage the Insured shall have contracted to sell their interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by or on behalf of the purchaser) shall be entitled to benefit of the insurance by this Section without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

4. ***Interest***

The interest of parties supplying property to the Insured under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any interest to be disclosed in the event of Damage.

5. ***Mortgagee***

The interest of a Mortgagee in the insurance by this Section shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any Building hereby insured whereby the danger of Damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee, immediately on becoming aware thereof, shall give notice to the Insurer and pay an additional premium if required.

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6. ***Non-invalidation***

This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the Premises not occupied by the Insured whether constituting an increase in risk or not, provided that the Insured

immediately they become aware thereof shall inform the Insurer of such alteration and pay such reasonable additional premium as the Insurer may require.

7. ***Notice***

Notice shall be given to the Insurer when any building becomes unoccupied or when an unoccupied building or portion thereof is again occupied.

8. ***Protections-Fire Extinguishing Appliances***

he Insured shall maintain all fire extinguishing appliances in efficient working order.

9. ***Reinstatement***

Applicable to any items on Buildings and Machinery hereon.

It is hereby agreed that in the event of the Property Insured sustaining Damage the basis upon which the amount payable under (each of the said items of) this Section is to be calculated shall be the reinstatement of the property sustaining Damage, subject to the following Special Provisions and subject also to the terms applicable to this Section except insofar as the same may be varied hereby.

For the purposes of the insurance under this Condition "reinstatement" shall mean:

The carrying out of the after mentioned work, namely:

(a) Where property is lost or destroyed, the rebuilding of the property, if a Building or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new

(b) Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

1. The work of 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 Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made.

2. When any Property Insured under this Condition sustains Damage in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for reinstatement if such property had been wholly destroyed.

3. No payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

4. Each item insured under this Condition is declared to be separately subject to the following Condition of Average, namely:

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If at the time of reinstatement the sum representing eighty-five per cent of the costs which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the sum insured thereon at the commencement of any Damage to such property then the Insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

5. No payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made if at the time of any Damage to any Property Insured thereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement as set forth herein.

6. Where by reason of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the Damage shall be subject to the terms and conditions of this Policy, including any Condition of Average therein, as if this Condition had not been incorporated therein.

10. ***Rent***

The insurance by any item on Rent applies if the building or any part thereof is unfit for occupation in consequence of:-

(a) it sustaining Damage, or

(b) Damage elsewhere on or about the Premises,

and then the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement bears to the term of rent insured.

11. ***Workmen***

Workmen may be employed for the purpose of minor extensions or alterations, installations, maintenance and the like without prejudice to this insurance.

Extensions

1. ***Debris Removal Costs***

Unless more specifically insured the insurance by each item of this Section other than those on Stock and materials in trade or Rent extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

(a) removing debris

(b) dismantling and/ or demolishing

(c) shoring up or propping

(d) the clearing of drains and sewers

of the portion or portions of the Property Insured by the said items which have sustained Damage for an amount not exceeding the sum insured stated in the schedule.

The Insurer will not pay for any costs or expenses:

(1) incurred in removing debris except from the site of such property which has

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sustained Damage and the area immediately adjacent to such site

(2) arising from pollution or contamination of property not insured by this Section.

2. ***Public Authorities***

Applicable to any items on Buildings or Machinery hereon.

The insurance by this Section extends to include such additional cost of reinstatement of the property which has sustained Damage as may be incurred solely by reason of the necessity to comply with the Stipulations of

Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye -Laws of any Public Authority

(hereinafter referred to as "the Stipulations") in respect of the Damage to the Property Insured excluding:

(a) the cost incurred in complying with the Stipulations

(i) in respect of Damage occurring prior to the granting of this Extension

(ii) in respect of Damage not insured by this Section

(iii) under which notice has been served upon the Insured prior to the happening of the Damage

(iv) for which there is an existing requirement which has to be implemented within a given period

(v) in respect of property which has not sustained Damage or portions of the property which have not sustained Damage, other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of the property which has sustained Damage

(b) the additional cost that would have been required to make good the property which has sustained Damage to a condition equal to its condition when new had the necessity to comply with any of the Stipulations not arisen

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations

Special Conditions

(1) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Insurer may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased

(2) if the liability of the Insurer under this Section, apart from this Extension, shall be reduced by the application of any of the terms of the Policy the liability of the Insurer under this Extension, in respect of any such item, shall be reduced in like proportion

(3) the total amount recoverable under any item of this Section shall not exceed the sum insured thereby

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(4) all the conditions of the Policy, except insofar as they may be hereby expressly varied, shall apply as if they had been incorporated herein.

3. ***Fire Extinguishing Expenses***

The insurance by each item of this Section extends to include the cost of replenishment and restitution of fire extinguishing appliances and fire detection equipment in whole or in part in the process of minimising destruction or damage incurred hereby.

4. ***Keys & Locks***

The insurance by each item extends to include all costs reasonably incurred in the repair or replacement of mechanical door locks following theft of keys from the home of the Insured or any authorised employee or following threat of or actual assault or violence to the Insured or any authorised employee subject to a limit not exceeding Rs. 50, 000- any Occurrence.

The amount payable in respect of any one Premises is limited to such excess water charges demanded by the Water Authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of Damage and in no case exceeding Rs.100, 000 any Occurrence.

5. ***Professional Fees***

The insurance by any item on Buildings or Machinery extends to include:
Architects', Surveyors', Consulting Engineers', Legal and other Professional Fees necessarily and reasonably incurred in the reinstatement of the Property Insured consequent upon Damage but not for preparing any claim hereunder for an amount not exceeding the sum insured stated in the schedule.

6. ***Temporary Removal***

(a) The Property Insured by this Section (other than Stock and materials in trade if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the Premises or to any other premises and in transit thereto and therefrom by road, rail or inland waterway within the Territorial Limits.

The amount recoverable under this Extension in respect of each item of the Specification shall not exceed the amount which would have been recoverable had the Damage occurred in that part of the Premises from which the property is temporarily removed, nor, in respect of any Damage occurring elsewhere than at the said Premises, 5% of the sum insured by the item.

(b) If deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) are included in the Property Insured, this insurance extends to cover such property for an amount not exceeding Rs. 250,000 whilst temporarily removed to any premises not in the Insured's occupation and whilst in transit by road, rail or inland waterway all within the Territorial Limits.

This Extension does not apply to property if and so far as it is otherwise insured.

7. ***Capital Additions***

The insurance hereby extends to cover alterations additions and improvements (but not appreciation in value in excess of the sums insured) to the property insured for an amount not exceeding the sum insured stated in the schedule in the aggregate on

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the whole Policy whichever is the lower it being understood that the Insured undertake to advise the Company each quarter of such alterations additions and improvements and to pay the appropriate additional premium thereon.

8. ***Minor Alterations Clause***

Unless otherwise specially provided in this policy minor alterations and repairs limited to fixtures and fittings (exclusive of any sprinkler installations) and to machinery, are allowed without notification extends to include the contents of each outbuilding

9. ***Escalation Clause***

In consideration of the payment of an additional premium it is hereby declared and agreed that the sums insured shall, during the period of insurance, be increased by 20 percent per annum.

Unless specifically agreed to the provisions of this Clause shall not apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the Insured shall notify the Insurers:-

(i) the sums to be insured under each item, but in the absence of such instructions the sums insured shall be those stated on the Policy (as amended by any Endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance upto that renewal date,

and

(ii) the specified percentage increase (s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

Subject otherwise to the terms exceptions and conditions of the Policy

10. ***Alterations and Repairs***

Workmen are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

11. ***Internal Removal clause***

It is understood and agreed that in the event of removal of property from one building to another at any of the insured situations being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sum insured and premium being made as from the date of removal as soon as the oversight is discovered. The cover is limited for Rs. 1,000,000/-.

12. ***Vehicle Load Clause***

In the event of any of the Insured's vehicles being left loaded overnight whilst in and/or on the premises described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy. The cover is limited for rs. 500,000/-.

13. ***Smoke Damage Clause***

It is hereby declared and agreed that the insurance provided by this Policy extends to include loss of or damage to the property insured (by fire or otherwise) directly caused by smoke due to a sudden unusual and faulty operation of any heating or

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cooking unit only when such unit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described premises but not smoke from fireplaces or industrial apparatus.

Provided

(a) always all the conditions of this Policy (except in-so-far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire

(b) this extension does not cover

i) any loss or damage directly or indirectly occasioned by or happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion revolution insurrection or military or usurped power

(ii) consequential loss of any kind or description

14. ***Sprinkler Leakage***

It is hereby declared and agreed that notwithstanding anything contained to the contrary this Policy is extended to cover loss or damage caused by accidental leakage or accidental discharge of water from automatic sprinkler installations.

15. ***Customer's Goods***

Is hereby declared and agreed notwithstanding anything contained in the within policy to the contrary but subject to it's terms, limitations and conditions that as regards Customer's Goods, this policy indemnifies the insured against the legal liability for destruction or damage of such property by fire or any other peril hereby insured against. Cover is limited to Rs. 1,000,000/-.

16. ***Payment on account clause***

In the event of the occurrence of a loss under this insurance the insurers will make payment on account in respect of such loss to the insured if desired.

17. ***Deterioration of stock***

The insurance by this item extends to include damage to property by deterioration or putrefaction caused by:

(a) a change in temperature due to:

(i) damage to the refrigeration plant

(ii) non-operation of the controlling devices of the refrigeration plant

(iii) the accidental failure of the public electricity supply at the terminal points of the Supply Authority's feed to the premises.

(c) escaping refrigerant fumes

The amount payable under this clause shall in no case exceed Rs. 2,000, 000 any one occurrence.

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18. ***Money clause***

It is hereby declared and agreed that the insurance under this policy is extended to include loss of or damage to money occurring on the premises of the Insured or in transit.

Money shall mean cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage, credit card vouchers and documents, certificates or other instruments of a negotiable nature, the property of the Insured or for which they are responsible.

The extensions do not cover:

a) any loss of or damage arising from shortage due to error or omission

b) loss of or damage to money:

(i) not contained in a locked safe/strongroom while that portion of the premises containing such money is unattended or arising from the use of keys to any safe/strongroom unless the keys are obtained by violence or threat of violence;

(ii) from any vehicle being used by the Insured unless a principal, director, member, partner or employee of the Insured is actually in such vehicle but this exception shall not apply if the person concerned is incapacitated as a direct result of an accident involving the vehicle.

c) any loss of or damage in respect of which a claim is submitted or would be submitted under any fidelity guarantee insurance

d) any loss of or damage as a result of the infidelity or dishonesty of any principal, member director, partner of the Insured or any person having custody of the money, unless such infidelity or dishonesty is discovered within 30 days of the occurrence thereof.

The amount payable under this extension shall in no case exceed Rs. 3,000,000

19. ***Boiler and Machinery***

It is hereby declared and agreed that the items (or any part thereof) entered in the schedule, whilst on the premises mentioned therein, suffer any unforeseen and sudden physical loss or damage from causes such as defects in casing and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or from any other cause not specifically excluded in a manner necessitating repair or replacement,

The Insurer will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Insurer's option)up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

This policy shall apply to the insured items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling , or in the course of the aforesaid operation themselves, or when being shifted within the premises, or during subsequent re-erection.

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The Insurer shall not be liable for:

a) loss of or damage to exchangeable tools, eg. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation eg. Refractory lining , crushing hammers, objects made of glass, belts, ropers, wires, rubber tyres, operating media eg. Lubricants, fuel, catalysts;

b) loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;

c) loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;

d) loss, or damage arising out of the wilful act or gross negligence of the Insured or his representatives;

e) loss or damage as a direct consequence of the continual influence of operation (eg. Wear and tear, cavitation, erosion, corrosion, rust, boiler scale)

f) consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein.

Special Provisions under the Boiler & Machinery Clause

Memo 1- Sum Insured

It shall be a requirement of this policy that the sum insured is equal to the cost of replacement of the insured machinery by anew machinery of the same kind and capacity, which means its cost of replacement including e.g. freight, dues and custom duties, if any, and cost erection. If the sum insured is less than the amount required to insured, the Insurer shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2-Basis of Indemnity

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

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

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b) In case where an insured item is destroyed – the Insurer shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurer shall also pay any normal charges for the dismounting of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, and work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing. The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs shall be borne by the Insurer if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Insurer shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

20. ***Electronic Equipment***

It is hereby declared and agreed that the Insurance under this policy is extended to include physical loss of or damage to the property insured described in the schedule from any cause not hereinafter excluded whilst

a) at work or at rest anywhere within the insured's premises as specified

b) in transit including loading and unloading or whilst temporarily stored at any premises en route

c) temporarily removed from the insured's premises to any other location within Sri Lanka

Special provisions under the Electronic Equipment sub section

Memo 1 – Insured Value

The sum insured for each item of property insured shall be equivalent to its Insured value which shall mean;

1.1 in the event that the item is listed in a current price list, the valid list price when new;

1.2 in the event that the item is no longer listed in current price lists, the list price form the last available price list when new adjusted for any price alterations which may meanwhile have taken place;

1.3 in the event that no price list is available, the purchase or delivery price of the item when new adjusted for any price alterations which may meanwhile have taken place;

1.4 in the event that the list, purchase or delivery price is not available the total of all costs necessary to manufacture the item, plus price margins where relevant, adjusted for any price alterations which may meanwhile have taken place;

plus provision for delivery and other costs described in the extensions to this Section provided that discounts and any price concessions shall not influence the determination of the Insured value.

Classification: Internal

Memo 2 – Basis of indemnity

The indemnity by this sub section subject always to the sums insured contained in the schedule or any specific limit of liability contained in this sub section, shall be as hereinafter provided and as appropriate including dismantling , re-erection,

transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and value added tax.

(1) Partial loss

If the property insured suffers damage that can be repaired , the basis of indemnification shall be the restoration expenses reasonable and necessarily incurred to restore the damaged property to working order, provided that

(a) The value of damaged parts which can be used will be deducted

(b) The costs of any alteration, addition, improvement or overhaul carried out at the time repair are not recoverable under this sub section

(c) If, without the consent of the insurer, temporary repairs are carried out by the insured in the interests of safety or to minimize further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Insurer. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so insured or consequence arising therefrom will be for the account of the insured

(d) Where the damage is restricted to a part or parts of an insured item, the insurer shall not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured.

(2) Total loss

2.1 In the case where the property insured is totally lost or destroyed, the basis of indemnification shall be:

2.1.1. the Insurer shall reimburse the costs required to purchase and install a new item of similar type and quality to replace the original insured item; however indemnification paid shall not exceed the Sum Insured (new replacement value)

- The insured item subject to total loss is still available and is not more than three years old; all costs necessary to replace and erect an identical new item will be reimbursed
- The insured item subject to total loss has meanwhile become obsolete; all costs necessary to replace the lost or damaged insured item with follow-up model (similar type) or similar structure/configuration (of similar quality) i.e. low, average, high capacity – will be reimbursed.

2.1.2. in the case of an item which is more than three years old from date of manufacture the cost of replacement at market value and the cost of removing the damaged item loss the value of any salvage.

Average

In respect of (1) and (2) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost of damaged exceeds the sum insured thereon at the time of any loss of

Classification: Internal

or damage to such property, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

Memo 3 – Specific exceptions applicable under the Electronic Equipment sub-section the insurer will not be liable to indemnify the insured irrespective of the original cause in respect of:

3.1 derangement unless accompanied by physical damage otherwise covered by this section

3.2 loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the insured covering the insured equipment

3.3 faults or defects known to the insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the insurer or any consequences thereof

3.4 wastage of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or their gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature

3.5 parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray rubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this sub section to other parts of the property insured, the insurer shall indemnify the insured for the residual value prior to the loss of such exchangeable parts.

3.6 The cost of reproducing data and/or programmes whether recorded on cards, tapers, discs or otherwise unless specifically provided for

3.7 Loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for

3.8 (a) loss by theft or by disappearance of the property insured unless accompanied by forcible and violent entry to or exit from the insured premises/situation

(b) loss of the property insured by theft during transit or whilst temporarily removed from the insured premises unless identifiable by the insured with a specific incident which has been immediately reported to the police and the Insurer

The insurer shall not indemnify the insured for the theft of the property insured from any motor vehicle where the property insured has been

(a) left in the motor vehicle overnight unless the vehicle is housed in securely locked building and entry to such vehicle or building is accompanied by forcible and violent entry or exit

(b) contained in a compartment of the motor vehicle and is visible to passers-by

provided that,

(a) and (b) above shall not apply to theft of the property insured where the transport vehicle

(i) has been hijacked or

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(ii) has been involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver, the property insured is of necessity left unprotected.

3.9 The insurer shall not indemnify the insured for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

21 . ***Glass***

It is hereby declared and agreed that the insurance under this policy is extended to include loss of or damage to internal and external glass (including mirrors), signwriting and treatment thereon at the insured premises as stated in the schedule, the property of the insured or for which they are responsible.

Following loss of or damage to glass the Insurers will also indemnify the insured for ;

1. the cost of such boarding up as may be reasonably necessary;

2. damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or damage.
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass;
4. the cost of employment of watchman service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by insured;

provided that the liability of the Insurers shall not exceed;

(i) for the replacement of glass, signwriting and treatment – the sum insured as stated in the schedule applicable to the premises at which loss or damage occurs;
(ii) for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause – in the aggregate the sum of Rs.

Definition of glass

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate/float glass not exceeding 6mm in thickness, whether coated with a film or not, or 6,5mm laminated safety glass.

Specific exceptions applicable to the glass extension

The insurer shall not be liable for

1. loss or damage which is insured by, or would, but for the existence of this section, be insured, by any fire insurance, except in respect of any excess beyond the amount which would have been payable under such fire insurance had the insurance under this section not been effected, but this specific exception shall not apply to loss or damage for which the insured is responsible as tenant and not as owner
2. Glass forming part of stock in trade
3. glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by the Insurers
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof

Classification: Internal

Section B - Business Interruption ("All Risks")

Insuring Agreement

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with in consequence of Damage as defined in Section A of this Policy to any building or other property or any part thereof (not otherwise excluded under Section A of this Policy) at the Premises used by the Insured in course of the Business, as described in the Schedule;

the Insurer will pay to the Insured in respect of each item in the Specification the amount of loss resulting from such interruption or interference in accordance with the provisions contained herein;

provided that

at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted therefore or payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Definitions

Notes:

(a) To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

(b) For the purposes of these Definitions, any adjustment implemented in current cost accounting shall be disregarded.

1. Gross Profit shall mean the amount by which:

   (a) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed

   (b) the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

Note:

The amounts of the opening and closing stock and work in progress shall be arrived at in accordance with the normal accountancy methods of the Insured, due provision being made for depreciation.

2. Estimated Gross Profit shall mean the amount declared by the Insured to the Insurer as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months).

3. Indemnity Period shall mean the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter

Classification: Internal

during which the results of the Business shall be affected in consequence of the Damage.

4. Maximum Indemnity Period shall mean as stated in the Specification.

5. Turnover shall mean the amount paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

6. Uninsured Working Expenses shall mean as stated in the Specification

Note: The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

7. Rate of Gross Profit shall mean the Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage.

8. Standard Turnover sha **l** mean the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

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

Classification: Internal

GROSS PROFIT

The insurance under Item 1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

(a) in respect of Reduction in Turnover: the sum produced by multiplying the Rate of Gross Profit by the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover

(b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by multiplying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the expenses and charges of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Limit of Liability

Notwithstanding anything herein contained to the contrary, the liability of the Insurer shall in no case exceed, in respect of Gross Profit 133.33% of the Estimated Gross Profit stated herein, in respect of each other item 100% of the sum insured (or any other limit of liability stated herein).

Conditions

1. ***Accountants***

   Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer under General Condition 4 of this Policy for the purpose of investigating or verifying any claims hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

2. ***Alternative Premises***

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

3. ***Automatic Reinstatement of Loss***

   In the absence of written notice by the Insurer to the contrary the Insurer's liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

   Provided that:

   (a) the terms of this Condition shall not apply to First Loss insurance or any Limit of Liability described as applying in the Aggregate during the Period of Insurance unless otherwise stated, and

   (b) the Insurer may exercise its option under General Condition 3 (Cancellation)

Classification: Internal

4. ***Payments on Account***

Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Insurer.

5. ***Premium Adjustment***

(a) Provisional Premium

The first and annual premiums in respect of Gross Profit are provisional and are based on the Estimated Gross Profit.

(b) Declaration

The Insured shall provide to the Insurer not later than six months after the expiry of each Period of Insurance a declaration certified by the auditors of the Insured of the Gross Profit earned during the financial year most nearly concurrent with the Perio d of Insurance.

(c) Adjustment

If any Damage shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months)-

(1) is less than the Estimated Gross Profit for the relative Period of Insurance the Insurer will allow a pro rata return of the premium paid on the Estimated Gross Profit but not exceeding 50% of such premium;

(2) is greater than the Estimated Gross Profit for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit.

6. ***Renewal***

The Insured shall prior to each renewal notify the Insurer of their Estimated Gross Profit for the financial year most nearly concurrent with the ensuing year of insurance.

BUSINESS INTERRUPTION SECTION – EXTENSIONS

Subject to the terms, conditions exceptions of the Policy loss as insured by this section resulting from interruption of or interference with the Business in consequence of Damage at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by Insured at the Premises, provided that, after the application of all other terms, conditions and exceptions of the Policy the liability under these clauses in respect of any one occurrence shall not exceed the amounts stated below against such situations or property as the limit, and as restated in the Limits of Liability in the Schedule.

Classification: Internal

1. Public Utilities

Accidental total or partial failure of the telecommunications, electricity, gas or water supply (but excluding any such failure the duration of which does not exceed 24 consecutive hours) at the terminal end of the supply undertakings service feeders in the Premises due to:

f) damage to the supply undertakings or supply equipment or
g) a deliberate act of the supply undertaking performed:
   (i) for the sole purpose of safeguarding life or
   (ii) to protect any part of the supply system

The Insurer shall not be liable for:

(i) any loss when the failure of supply occurs further than 1 Km from the Insured's premises
(ii) the amount of loss arising during a period in excess of the Maximum Indemnity Period of 1 month

The liability of the Insurer shall not exceed the Limit of Liability stated in the Schedule to this policy.

2. Infectious And Contagious Disease And Suicide Clause

It is hereby declared and agreed that this policy extends to indemnify loss as insured hereunder resulting from interruption of or interference with Business carried out by the Insured at the Premises in consequence of :

An outbreak or occurrence of

1) Murder and/or suicide
2) Contagious and/or infectious disease or Quarantine restrictions within a radius of 25Km of the Insured's premises
3) Food and/or drink poisoning

The amount payable under this extension shall in no case exceed Rs. 1,000,000

3. Claim preparation costs (including interim audit costs)

The insurance by this policy extends to include costs reasonably incurred by the insured in producing and certifying any particulars or details of any claim as may be required by insurers in terms of the conditions of the policy including the costs of an interim audit to determine accounting accuracy should such be required by insurers.

The amount payable under this extension shall in no case exceed Rs.500, 000-

4. Extensions to other premises

4.1 Loss, as insured by this section, resulting from interruption of or interference with the business in consequence of damage (as within defined) to property (of a type not excluded by section 1 of this policy) at the undernoted situations within the Territorial limits shall be deemed to be damage to property used by the Insured at the premises.

Classification: Internal

4.1.1 Unspecified Suppliers

The premises of any of the insured's suppliers, manufacturers or processors of components goods or materials but excluding the premises of any public supply undertaking from which the insured obtain gas, electricity or water for an amount not exceeding the percentage of the sum insured stated in the specification.

4.2 Loss, as insured by this section, resulting form interruption or interference with the business in consequence of damage (as within defined) at the undernoted situations within the territorial limits shall be deemed to be damage to property used by the insured at the premises.

Prevention of access

Property in the immediate vicinity of the insured's premises destruction of or damage to which shall prevent or hinder the use of the premises or access thereto whether the premises or property of the insured therein shall be damaged or not.

Policy General Exclusions

1.1. War and Terrorism Exclusion and Strikes, Riot and Civil Commotion Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(ii) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

(iii) Strike, riot, civil commotion, labour disturbances, lockout or public disorder or any activity which is calculated to bring about any of the above.
This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) and/or (iii) above.

Policy General Conditions

1. ***Alterations***

This Policy shall be avoided if:

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

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

Classification: Internal

(c) any alteration be made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted in writing by or on behalf of the Insurer.

2. ***Arbitration***

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

Any doubt, difference, dispute, controversy or claim arising from, out of or in connection with this Policy or on the interpretation thereof or on the rights, duties, obligations or liabilities of any party hereto or on the operation, breach, termination, validity thereof, shall be settled by arbitration in accordance with the rules of Arbitration Centre of the Institute for the Development of Commercial Law and Practice at Colombo by a sole arbitrator.

3. ***Cancellation***

This Policy may be cancelled by the Insurer giving 30 days notice of cancellation by recorded delivery to the last known address of the Insured. Provided the premium has been paid in full the Insured shall be entitled to a pro rata rebate of the premium in respect of the unexpired period of insurance.

4. ***Claims***

On the discovery of any event which may give rise to a claim under this Policy:

(a) the Insured must:

(1) notify the Insurer as soon as possible

(2) inform the Police immediately if the Damage is caused or appears to be caused by thieves or malicious persons

(3) send to the Insurer a written claim not later than 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the Damage has occurred providing at his own expense all the detailed particulars and evidence regarding the cause and the amount of the Damage as the Insurer may reasonably require

(4) forward to the Insurer immediately all letters, claims, writs or other documents.

(5) make no admission of liability or offer promise or payment without the Insurer's written consent

(b) the Insurer will be entitled to:

(1) enter any building where the Damage has occurred and take and keep possession of the property

(2) deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Insurer.

This Policy shall be proof that the Insured has given to the Insurer the license and authority which it may need to exercise its rights under this Condition.

Classification: Internal

5. ***Contribution***

If at the time any claim arises under this Policy there be any other insurance effected by or on behalf of the Insured covering such Damage the liability of the Insurer hereunder shall be limited to its rateable proportion of such Damage.

6. ***Due Diligence***

The due observance and fulfilment of the terms and conditions of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

7. ***Fraudulent Claims***

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

8. ***Jurisdiction***

This Policy shall be governed by and construed in accordance with the laws of Sri Lanka.

9. ***Misrepresentation***

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

10. ***Reasonable Precautions***

The Insured shall:

(a) maintain their Premises in a good state of repair

(b) take all reasonable precautions to prevent and/or minimise any Damage.

11. ***Subrogation***

Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies,

from other parties to which the Insurer shall be or would become entitled or subrogated upon their paying for or making good any Damage under this Policy whether such acts shall be or become necessary or required before or after his indemnification by the Insurer.

Classification: Internal

Data Privacy & Protection

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

Definition:

Personal Data - means any information relating to an individual

Classification: Internal