Allianz Insurance Lanka
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SHOPKEEPER'S INSURANCE POLICY

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.

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

I. SECTION 1 – MATERIAL DAMAGE TO YOUR SHOP BUILDING AND CONTENTS

The Company will by payment or at its option by repair or reinstatement 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.

Classification: Internal

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 of property insured by order of any Public Authority.

1.2 Lightning

1.3 Riot and Strike

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

1.3.1.1 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.

1.3.1.2 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.

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

1.3.1.4 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 inconsequence, 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 of 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 whether the Company alleges that by reason 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.

Classification: Internal

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.

1.4 Explosion/Implosion:

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

1.4.1.1. 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,

1.4.1.2 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 damage by fire within the meaning of this Policy.

1.4.2 Special Conditions

(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 or not such other fire insurance be extended to cover loss or damage by explosion.

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

1.5 Aircraft Damage:

1.5.1 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 dropped there from.

Classification: Internal

1.6 Malicious Damage:

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

1.7 Cyclone, Storm and Tempest:

1.7.1 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.

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

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

1.7.2.2 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.

1.7.2.3 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.

1.7.2.4 Loss or damage caused directly or indirectly by landslide, subsidence or inundation from the sea, whether or not incidental to cyclone, storm, and tempest.

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

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

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

The insured shall take all reasonable precautions for 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 Flood:

1.8.1 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.

1.8.2 But excluding destruction or damage by bursting or overflowing of water tanks, apparatus or pipes or flow of accumulated rainwater from the compound.

Classification: Internal

1.9 Impact Damage:

1.9.1 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.

1.10 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes:

1.10.1 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:

1.10.1.1 Destruction or damage caused whilst the building is untenanted.

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

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

1.10.1.4 Defects in construction known to the Insured.

1.11 Natural Disaster Cover

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

1. Tsunami
2. Tidal Waves
3. Volcanic Eruption
4. Tornadoes due to an atmospheric disturbance
5. Hurricane, Typhoon, Thunderstorm, Hailstorm, Windstorm, Rainstorm

Due to an atmospheric disturbance so designated by the Meteorological Department.

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

1.11.2.1 Inundation by the sea if not caused by the aforementioned covered Perils,

1.11.2.2 Other atmospheric disturbances and convulsions of nature not related to the aforementioned covered perils.

1.11.2.3 Earth slips, Landslides

1.11.2.4 Subsidence

1.11.2.5 Sea Erosion

1.12 Earthquake

Loss or damage to the property insured occasioned by Earthquake.

Classification: Internal

1.13 Electrical inclusion:

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.

1.14 Removal of Debris

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.

1.15 Architect's Surveyor's Consultants Engineer's Fees

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.

1.16 Loss of Rent

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.

1.17 Alternative accommodation

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

1.18 Damage to service lines

Cost of repairing accidental damage to underground water, gas, sewage lines and drain pipes, 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.

1.19 Loan Repayment on your Mortgage Building

In the event of your business get 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

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 Accidental Breakage of Glass

Cost of repairing and or replacing accidental damage (breakage) to Plate and or Tempered Glasses (as forming part of the building), including cost of removing and replacing frames up to the amount stated in the policy Schedule but excluding damages for Showcase Glasses.

1.22 Terrorism - Extension of Riot and Strike Endorsement – Optional

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

a. Is extended to include loss or damage other than consequential losses of any kind directly relating to or caused by any act of terrorism 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.

b. The amount recoverable under this extension in respect of loss/damage to any property of the same insured in the same location under all policies (if more than one policy has been obtained on the same risk and interest) shall not exceed Rs 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.

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

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

   In the event of any loss/losses arising out of the same occurrence affecting more than one policy, the apportionment of the loss amongst the respective policies shall be at

Classification: Internal

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

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

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

SECTION 2 – BURGLARY AND/OR HOUSEBREAKING COVER

2.1 The Company indemnifies the Insured up to the limit stated in the schedule against theft of property described thereon from the premises insured:

a) Following actual forcible and violent entry into or exit from the insured premises.

b) 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:

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. Loss money and/or other property taken from safe following use of keys or any duplicate thereof belonging to the Insured.
3. Loss or damage to property whilst in any garden, yard or outbuilding unless specifically declared and agreed by the company in writing.
4. Loss or damage happening whilst the premises is left unoccupied for a continuous period exceeding three consecutive days and nights.
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.
6. Loss or damage occasioned by fire or explosion however caused.
7. Damage to glass, plate glass or any decoration or lettering thereon.
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.
9. Loss of or damage to liver tock, motor vehicles, trucks, Trailers and pedal cycles.

Classification: Internal

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.

SECTION 3 – WORKMEN'S COMPENSATION

3.1 If at any time during the period of insurance any employee in the insured"s immediate 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 the law(s) of Workmen"s Compensation Ordinance of 1934 and subsequent amendments prior to the date of issue of the Policy.

Always provided that in the event of any change in the law(s) or the substitution of other legislations there for 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.

3.2 Funeral Expenses

It is hereby declared and agreed, that the Company will pay in the event of a natural death or Accidental death LKR 25,000 for the insured or a named partner.(in the event natural death, the cover operates only after six(6) months from the date of the cover) Age limit – 70 years.

Subject to no liability due to suicide, self-inflicted injuries, insanity, alcoholism, drug addiction, AIDS and other Sexual transmitted diseases.

3.3 Expenses for hospitalization due to injuries whilst on duty in the premises is covered up to the limit stated in the Schedule.

3.4 Special Exclusions Applicable to section 3:

The Company shall not be liable under the policy in respect of:

3.4.1 any injury by accident or disease directly attributable for war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, strike, civil commotion, military or popular rising, insurrection, rebellion, military of usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance martial law or state of siege, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure de facto or to the influencing of it by terrorism or violence.

Classification: Internal

3.4.2 The insured"s liability to employees of contractors to the insured;

3.4.3 Any liable of the insured which attached by virtue of an agreement but which would not have attached in the absence of such agreement;

3.4.4 Any sum which the insured would have been entitled to recover from any party but for an agreement between the insured and such party.

SECTION 4 – PUBLIC LIABILITY

4.1 The Company will indemnify the insured against all sums, which the Insured shall become legal liable (including Defense Costs) to pay as damages consequent upon:

a. Accidental Bodily injury or illness contracted by any person.

b. 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.

4.2 This insurance does not cover;

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,
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 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 lento 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 and aircrafts,
   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,

Classification: Internal

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,
5. a) Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement,
   b) Liability 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,
6. Liability for breach of professional duty arising out of the exercise of any calling vocation,
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,
8. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to 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.
9. Liability arising elsewhere under most specified policy.

SECTION 5 – MONEY INSURANCE

5.1 The Company will indemnify the insured if the Insured shall sustain loss of „money" (i.e. bank notes, currency notes, coins, postal orders or money orders) belonging to the insured or for which the Insured is responsible in the circumstances situations and limits described in the Schedule occurring during the period of insurance but excluding:

a) shortages due to error or omission or any depreciation in value,
b) loss from unattended vehicles,
c) loss arising from fraud or dishonesty of the Insured's employees not discovered within 72 hours of the actual occurrence thereof or more specifically insured (except in respect of any excess beyond the amount which is payable under such specified policies)
d) loss of "money" whilst in the premises by theft other than theft involving entry to or exist from the premises by forcible and violent means or following assault or violence or threat thereof to the Insured or to his employees,
e) loss, destruction or damage occurring on any premises which at the time are closed for business unless the „Money" is in a locked strong room,
f) loss, destruction or damage resulting from a safe or strong room being opened by the use of any key or combination code;
   a. unless such key or combination code has been obtained by violence or threat of violence to any person,
g) which has been left on the premises containing the safe or strong room whilst such premises are closed for business or left unattended.

Classification: Internal

SECTION 6 – PERSONAL ACCIDENT BENEFIT (AGE LIMIT: 18 – 60)

The Company will pay to the Insured and or 4 named employees or in the event of Death of the Insured/named employees, to their legal personal representative, the amount stated in the Schedule, if the Insured and any of the named employees shall sustain bodily injury caused solely by violent accidental external and visible means which such injury shall be independently of any other cause happening during the period of insurance.

However, the Company shall not be liable for any injury or death consequent upon.

1. Prolongation or complication of or by 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,
2. The Insured persons engaging in hunting, mountaineering, motor cycling (including pillion riders) racing (other than by foot) participating in any sport as a member of a regular team, polo, winter sports, judo, karate or unnamed combat, parachuting or using power driven woodworking machinery,
3. The Insured Persons travelling in an aircraft (except as passenger and not as a member of the crew)
4. The Insured persons being insane or under the influence of alcohol or drugs, committing suicide or any act of intentional self-injury, being pregnant or taking part in civil commotion or riot of any kind.

If the Company asserts that by reason of these Exclusions any claim is not covered by this policy, the burden of proving that such claim is covered shall be upon the insured.

GENERAL CLAUSES APPLICABLE TO ALL SECTIONS

A. 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.

Classification: Internal

B. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTRO MAGNETIC 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.

C. 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 war, 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 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.

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 occasioned by or through or inconsequence 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 influencing 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 earning, 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 its 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,

Classification: Internal

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 inconsequence 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.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. MIS-DESCRIPTION

The Company shall not be liable under this Policy, if there be 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 be given all benefits under this Policy shall be forfeited.

Classification: Internal

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 forms part.

PROVIDED, that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or 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 CVOERED 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.

Classification: Internal

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 become unoccupied and so remain for a period of more than 30 days.

7. 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 nut 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.

8. 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

Period of Risk (Not exceeding)	Premium to be retained (% the Annual rate)
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.

Classification: Internal

9. CLAIMS PROCEDURE

9.1 On the happening of any loss or damage or occurrence giving rise to a claim the insured shall forthwith give immediate notice thereof to the Company and shall within 15days after the loss, damage or occurrence or such further time as the Company may in writing allow in that behalf deliver to the Company,

(a) a claim in writing for the loss, damage or occurrence containing as particular an account including any certificates, documents, information and evidence as may be required by the Company for the loss or damage or liability having regard to their values/liability at the time of occurrence giving rise to the claim not including profit of any kind,

(b) Particulars of all other insurances (if any)

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

9.3 In the event of any occurrence which may give rise to a claim under this policy, the insured shall give immediate notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the property/money.

9.4 No admission, offer, promise or payment shall be made by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name, defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

12. 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 shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of their powers hereunder 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.

13 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.

14 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 elect 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.

15 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.

16 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.

17 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 policy shall be separately subject to this condition.

18 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.

19 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

Classification: Internal

arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The cost of the reference and of the award shall be at the discretion of the arbitrator arbitrators or umpire making the award, it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount 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.

20 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 happening of the loss or damage unless the claim is the subject of pending action or arbitration.

21 NOTICE

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

22 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.

23 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.

24 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.

25 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.

26 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.

27 ARTICLES IN PARIS 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.

DEFINITIONS APPLICABLE TO THIS POLCIY

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. Policy period means the period between the commencement date and the expiry date shown in the schedule.
2. Insured means the person named in the schedule.
3. Insured premises mean the premises named in the schedule from which the insured operates his business.
4. Schedules mean the schedule attached to and forming part of this policy.
5. 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.
6. Contents means the items specified in the schedule.
7. Valuables means:

7.1 gold silver or any precious or articles made from any precious metals;

7.2 watches or Jewellery or precious stones or models or coins or curious, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles;

7.3 Deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

8. Policy means the proposal, the schedule, the policy document and any endorsements attaching to or forming part thereof either on the effective date or during the policy period.
9. Accident or accidental means a sudden, unintended, fortuitous visible and external event.
10. Bodily injury means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
11. 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.
12. Deductibles means the amount stated in the schedule which shall be borne by the insured in respect of each and every claim made under this policy. The Company's liability to make any payment under the policy is in excess of the deductibles.
13. 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.
14. Property damage means actual physical damage to tangible material property belonging to a third person.
15. Named insured for the purpose of Section 6 (Personal Accident) means the person or named in the schedule.
16. Pollution means and includes pollution or contamination by solids, liquor, gaseous or thermal irritants, contaminates, 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.
17. Business means the business of the insured specified in the schedule.
18. 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 insured"s or claimants or the total number of amount 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.
19. Robbery means the theft of contents at the insured premises using unforeseen, aggressive and violent means against the insured's Employees.
20. 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 any and all claims in the respect of that employee.

Classification: Internal

21. 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.
22. 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.
23. Defense costs means 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.
24. Business equipment means the item specified in the schedule which are contained in or fixed at the insured premises and used solely in the course of the business.
25. Period of insurance means the period between the retroactive date and the expiry date specified in the schedule and, if no retroactive date is specified, then the policy period.
26. Retroactive date means the date specified in the schedule.
27. 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.
28. External data media means the item specified in the schedule, which are located at or fixed in the insured premises.

ADDITIONAL POLICY EXCLUSIONS

1. **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 its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this policy directly caused by perils not otherwise excluded.

2. 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:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any
  nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon 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.

3. POLLUTION AND CONTAMINATION EXCLUSION CLAUSE

This insurance does not cover loss, damage, cost or expense of 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 a pollution or contamination

4. 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:

1) 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.

2) 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.

5. 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.

6. 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 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.

7. 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 affected 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.

8. DATA PRIVACY AND 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.