



# FIRE INSURANCE POLICY

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## FIRE INSURANCE POLICY

Whereas the Insured named in the Schedule (hereinafter called the Insured) having paid to or agreed to pay to **JUBILEE ALLIANZ GENERAL INSURANCE CO LIMITED** (hereinafter called the Company) the first premium stated in the Schedule hereto (hereinafter called the Schedule) for such insurance as hereinafter mentioned of the property described in the Schedule for the sum or several sums specified therein.

THE COMPANY AGREES (subject to the terms, definitions, exclusions and conditions of this Policy) that if any building or any other property insured described in the Schedule or any part thereof, shall be destroyed or damaged by Fire or Lightning at any time during the period of insurance stated in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for renewal of this Policy, the Company will pay, reinstate or make good to the Insured all such loss or damage.

Provided that this insurance shall at all times and under all circumstances be subject to the particulars in the proposal for this insurance (which shall in all cases be deemed to be inserted or furnished by the Insured) and to the conditions and stipulations printed on the back hereof which proposal conditions and stipulations constitute the basis of this insurance and are to be considered as relevant to and incorporated in and forming part of this Policy.

\_\_\_\_\_  
**Authorized Officer**

\_\_\_\_\_  
**Date**

## SECTION 1 – CONDITIONS

1. If there be any material misdescription of any of the property hereby insured; or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt, email for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.
3. The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.
4. All Insurance under this Policy -
  - 1) on any building or part of any building.
  - 2) on any property contained in any building.
  - 3) 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:
    - a) of such building or of any part thereof;
    - b) of the whole or any part of any range of building or of any structure or 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 fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

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

5.
  - i) This insurance does not cover:
    - a) Loss by theft during or after the occurrence of a fire.
    - b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 7 (f), or by its undergoing any heating or drying process.
    - c) Loss or damage occasioned by or through or in consequence of:
      - 1) The burning of property by order of any public authority.
      - 2) Subterranean Fire.
    - d) Loss or damage directly or indirectly caused by or arising from or in consequence or contributed to by nuclear weapons material.
  - ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination

by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(ii), only combustion shall include any self-sustaining process of nuclear fission.

6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
  - a) Earthquake, volcanic eruption or other convulsion of nature.
  - b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
  - c) War, Civil War and Political Risks
    - i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, labour disturbance, lock-out, riot or strike.
    - ii) Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
    - iii) Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
    - iv) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (i), (ii), and (iii).
    - v) Plundering, looting, war pillage in connection with civil commotion.
    - vi) Any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

In any action suit or other proceedings where the Company alleges that by reason of this definition a loss, damage or expense is not covered by the Policy, the burden of proving that such loss, damage or expense is covered shall be upon the Insured.

7. Unless otherwise expressly stated in the Policy this insurance does not cover:
  - a) Goods held in trust or on commission.
  - b) Bullion or unset precious stones.
  - c) Any curiosity or work of art for an amount exceeding US\$ 100,000.
  - d) Manuscripts, plans, drawings or designs, patterns,

models or moulds.

- e) Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer system's records.
  - f) Coal, against loss or damage occasioned by its own spontaneous combustion.
  - g) Explosives.
  - h) 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.
  - i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.
8. Under any of the following circumstances the insurances ceases to attach as regards the property affected unless the Insured before the occurrences of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company.
- a) If the trade or manufacture carried on, be altered, or if the nature of the 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 fire.
  - b) If the building insured or containing the insured property becomes unoccupied and so remain for a period of more than 30 days.
  - c) If the property insured be removed to any building or place other than that in which it is herein stated to be insured.
  - d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.
9. 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, but 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.
10. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancelment.
11. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within 15 days after the loss or damage, 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 and damage containing as particulars an account as may be reasonably

practicable of all the several articles or items of property damaged or destroyed and of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.

- b) Particulars of all other insurances, if any.
- The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of the matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

12. 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, if 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 its powers hereunder, incur any liability to the Insured or diminish its 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 its powers hereunder, all benefit under this 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. 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 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 rejection, or (in case of an arbitration taking place in pursuance of the 18th condition of this Policy) within three months after the arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.
14. 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 Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit 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 by the Company thereon.

If the Company so elect to reinstate 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, and 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 any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall in every such case only be liable to pay such as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

15. The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
16. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
17. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

**18 (a). Dispute Resolution**

Any dispute/complaint between the parties to the insurance may first be resolved amicably between the parties without the intervention of a third party and/or the dispute/complaint may be escalated to the **Insurance Regulatory Authority of Uganda** or Ombudsman in accordance with the Insurance Act and Regulations before resorting to other mediation, arbitration, litigation or any other form of dispute resolution

**18 (b)** If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse 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 arbitrators, the difference shall be referred to the decision of an umpire who shall sit with the arbitrators and preside at the meeting. The cost of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this

Policy that the award by such arbitrator, arbitrators, or umpire of the amount of the loss or damage if disputed shall be first obtained.

19. In no case whatever 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.
20. Every notice and other communication to the Company required by these Conditions must be written or printed.

**JURISDICTION CLAUSE**

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided shall not apply to:

1. Compensation for damage in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Uganda.
2. Costs and expenses of litigation recovered by any claimant from the Insured, which are not incurred in and recovered in Uganda.

**SECTION 2 – ENDORSEMENTS**

**(THE ENDORSEMENTS APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE)**

**1. SPECIAL PERILS A – H**

It is hereby declared and agreed that notwithstanding anything herein contained to the contrary the insurance by this Policy shall, subject to the special conditions hereinafter contained, extend to include:

LOSS OR DAMAGE to the property described in the Schedule directly caused by:

- A. Hail, Snow, Wind, Hurricane, Cyclone, Tornado or Typhoon.
- B. Rain, provided the building(s) in respect of which the claim is made or containing the property in respect of which the claim is made is so damaged by any of the perils specified in A supra as to admit rain water to the interior of the said building(s).
- C. Flood, which shall mean:-
  - i) The overflowing or deviation from their normal channels of either natural or artificial water courses, and
  - ii) Any flow or accumulation of water on the ground except when such flow or accumulation be of water emitted from any water supply main, tap, pipe, valve or the like, save as referred to in D and E hereof.
- D. Overflowing of guttering and down pipes in connection therewith, or bursting or overflowing of municipal or other public water supply mains.
- E. Bursting or overflowing of water tanks, apparatus or pipes, excluding damage thereto.
- F. Aircraft and other aerial devices and / or articles dropped there from.
- G. Impact with any of the said buildings insured under this Policy and /or any walls, gates and fences around and pertaining hereto, by any road vehicles, horses or cattle not belonging to or under the control of the Insured, his

agent or servant.

H. Subterranean Fire.

Provided that:

- a) All the conditions of this Policy (except in so far as condition 6(b) is hereby expressly varied) shall apply as if they had been incorporated herein.
- b) For the purpose hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire. It is hereby expressly declared and agreed that:
  1. In the event of the amount shown in the Schedule against any item being less than the total insurance(s) effected by or on behalf of the Insured on the same property against damage or destruction by fire the percentage of the loss payable by the Company shall be in the proportion which the amount stated in the Schedule on the item affected bears to the total Insurance(s) on such item under the Fire Policies. Provided always that the maximum liability of the Company in respect of any claim arising under this Policy shall not exceed the percentage stated in the Schedule of the amount shown against the item affected. Loss or damage occurring to any one building or contents thereof during any one period of twenty-four hours shall be regarded as one claim for the purpose of this Policy and no liability shall attach to the Company for loss or damage occurring more than 48 hours after the happening of any of the contingencies insured against.
  2. In every case of loss or damage the Insured must, if required, prove that no portion of the loss or damage claimed for was caused otherwise than by the perils above specified.
  3. It is a condition of this insurance that the Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property.
  4. Unless otherwise expressly stated in this Policy this Insurance does not cover:
    - i) Loss or damage to drains, watercourses, boundary walls, garden walls, retaining walls, gates, posts or fences.
    - ii) Loss or damage to Conservatories, Glasshouses, Greenhouses, Pergolas, or the contents thereof.
    - iii) Loss or damage to property contained in any portion of any building described in this Policy not completely enclosed and roofed.
    - iv) Loss or damage caused by Tidal Wave.
    - v) Goods in the open.
  5. The Company shall not be liable for:
    - i) Water damage occasioned by or

through the leaking of any roof(s) unless such roof(s) is damaged by the perils referred to in A supra or as a result of doors, windows or roof light's being left open.

- ii) Consequential loss of any kind whatsoever except loss of rent when specifically insured under this Policy.
- iii) Loss or damage to any building, or the contents thereof, if on the happening of any such loss or damage the building was already in a damaged, defective, fallen or displaced conditions as regards foundations, walls, ceilings, gutterings, roofs, doors, windows or roof of lights.
- iv) Loss or damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather.
- v) Loss or damage caused by subsidence or landslip unless occasioned by and happening during the occurrence of any of the perils hereby insured against.
- vi) Loss or damage occasioned by or through or in consequence of the action or order of any Government or Public Authority.
- vii) The Company shall not be liable under this extension for loss or damage which at 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.
- viii) Loss or damage caused by aircraft to which permission to land has been extended by the Insured.

**2. EARTHQUAKE, FIRE AND SHOCK**

In consideration of the payment by the Insured to the Company of an additional premium, the company agrees, notwithstanding what is stated in the printed conditions of this Policy to the contrary, that this insurance covers loss or damage occasioned by or through or in consequence of earthquake.

PROVIDED always that all the conditions of this Policy (except in so far as Condition No. 6(a) is hereby expressly varied) shall apply as if they had not been incorporated herein and for the purpose hereof any loss or damage by earthquake as aforesaid shall be deemed to be loss or damage by fire within the meaning of the Policy.

**3. STANDARD EXPLOSION**

It is hereby agreed and declared that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

PROVIDED always that all the conditions of this Policy (except insofar as Conditions No. 7(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

#### **SPECIAL CONDITION**

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 insurances not been effected.

#### **4. RIOT AND STRIKE**

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

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

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

#### **SPECIAL CONDITIONS**

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:

Condition 5.

i) This insurance does not cover:

- a) Loss or earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) Loss or damage resulting from total or partial cessation of any process or operation.
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

- d) Loss or damage occasioned by permanent or temporary dispossession by any building resulting from the unlawful occupation by any person of such building.
- e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

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

- ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.

#### **5. MALICIOUS DAMAGE**

It is hereby agreed and declared that the insurance under the said Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Condition

6 (c)) but the Company shall be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part herein. Provided always that all the conditions and provisions of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

#### **6. BUSH FIRE**

It is hereby declared and agreed that loss or damage to the property insured under this Policy occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the Insured) shall be deemed to be loss or damage within the meaning of this Policy and condition No.7 (i) of this Policy shall to this extent be modified accordingly.

Provided that if there shall be any other fire Insurance on the property under this Policy the company shall be liable only pro rata with such other Fire Insurance for any loss or damage as aforesaid whether or not such other Fire Insurance be so extended.

#### **7. SPONTANEOUS COMBUSTION**

It is hereby declared and agreed that notwithstanding anything being contained to the contrary the insurance by "As shown in the Schedule" this Policy shall extend to include destruction or damage by fire only of or to the Insured property caused by its own spontaneous fermentation heating or combustion.

Provided that all the conditions of the Policy (except as expressly varied herein) shall apply as if they had been incorporated herein.

#### **8. ESCALATION CLAUSE**

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as

appropriate on the under noted item(s), the sum(s) insured thereby shall, during the period of insurance be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number, Specified Percentage Increase per annum  
"As shown in the Schedule".

Unless specifically agreed to the contrary the provisions of this Clause shall only 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 above, but in the absence of such instructions the sums insured by the above items shall be those stated on the Policy (as amended by any endorsements effective prior to the aforesaid renewal date) to which shall be added to increases which have accrued under this Clause during the period of insurance up to 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.

All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### **9. PETROL AND**

##### **MINERAL Oil Warranty I**

Warranted that during the currency of this Policy no Mineral Oil or Mineral Spirit or Liquid Fuel (Vegetable or Mineral and by whatever name known) giving off inflammable vapour below 37.8 degrees centigrade (such as Petrol, Naphtha, Benzene, Gasoline or the like) be stored, deposited or kept in any building referred to in this Policy or in any building or buildings communicating therewith, and that no more than 272.758 litres in all or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, of Mineral Oil and/or Liquid Fuel giving off inflammable vapour not below 37.8 degree centigrade but below 65.6 degrees centigrade (such as Paraffin or the like) be stored, deposited or kept in any building referred to in this Policy and in any building or buildings communicating therewith.

#### **10. PETROL AND MINERAL**

##### **Oil Warranty II**

Warranted that during the currency of this Policy not more than 90.918 of Mineral Oil, Mineral Spirit or Liquid Fuel (vegetable or mineral and by whatever name known) giving off inflammable vapour below 37.8 degrees centigrade (such as Petrol, Naphtha, Benzene, Gasoline, or the like) be stored, deposited or kept in any building referred to in this Policy or in any building or buildings communicating therewith and that not more than 272.758 litres in all or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, of Mineral Oil, Mineral Spirit, or Liquid Fuel giving off inflammable vapour not below 37.8 degrees centigrade but below 65.6 degrees centigrade (such as Paraffin or the like) be stored, deposited, or kept in any building referred to in this Policy and in any building or buildings communicating therewith.

#### **11. PETROL AND MINERAL**

##### **Oil Warranty III**

Warranted that during the currency of this Policy not more than 400.45 litres or such maximum quantity as is permitted

by the Rules of the Authority, whichever is the less, of Mineral Oil, Mineral Spirit or Liquid Fuel (vegetable or mineral and by whatever name known) giving off inflammable vapour below 65.6 degrees centigrade, (such as Petrol, Naphtha, Benzene, Gasoline, Paraffin or the like) be stored deposited or kept in any building referred to in this Policy and in any buildings communicating therewith.

#### **12. ELECTRICAL CLAUSE I**

This Company is expressly declared to be free from liability for loss or damage to any electrical machine apparatus or any portion of the electrical installation arising from or occasioned by over-running excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity from whatsoever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus or portion of electrical installation so affected, and not to other machines, apparatus electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or electrical installation.

#### **13. ELECTRICAL CLAUSE II**

This Company is expressly declared to be free from liability for loss or damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatsoever cause (other than lightning) arising.

Provided that this exemption shall not apply to the particular electrical machinery, apparatus or portion of electrical installation so affected, and not to other machinery, apparatus or electrical installation destroyed or damaged by fire set up by such particular machines, apparatus, or electrical installation.

#### **14. ELECTRICAL CLAUSE III**

Loss or damage by fire to the property insured arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, including all loss or damage by lightning to the property insured 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 of or damage to any electrical machine, apparatus or any portion of the electrical installation unless caused by fire or lightning.

### **SECTION 3 – EXTENSIVE CLAUSES**

#### **THE EXTENSIVE CLAUSES APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE**

#### **15. ARCHITECTS QUANTITY SURVEYORS AND OTHER FEES**

The sum insured by this Policy is declared to include Architects' Quantity Surveyors' and other fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement or replacement of the property consequent upon destruction or damage by any perils hereby insured against excepting in so far as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed but in no case exceeding the amount of fees which are recoverable under the scales of fees published by the Royal Institute of British Architects

and or the Royal Institute of Chartered Surveyors and/or Association of Consulting Engineers but subject to any amendment authorized by legislation applicable to the Republics of Uganda, Kenya and Tanzania. It is understood and agreed that the amount payable in respect of such fees shall not include expenses incurred in connection with the



preparation of the Insured's claim.

**16. CONSULTING ENGINEER'S FEES**

The sum insured on Contents/Machinery by this Policy, is declared to include consulting engineer's fees necessarily incurred in the reinstatement or replacement of the said contents/Machinery following destruction or damage by any Peril hereby insured against (excepting in so far as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed) but in no case exceeding the amount of fees which are recoverable under the scale of fees published by the Association of Consulting Engineers.

**17. MUNICIPAL PLANS SCRUTINY FEE**

The insurance on a building under any item of this Policy is declared to include Municipal Plans Scrutiny Fees, provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

**18. COST OF RE-ERECTION**

The insurance by this Policy extends to include the cost of re-erecting, fitting and fixing machinery and plant in consequence of destruction or damage by any of the perils hereby insured against, provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

**19. DESIGNATION OF PROPERTY**

For the purpose of determining where necessary the column under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

**20. INTERNAL REMOVAL**

It is understood and agreed that in event of removal of property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the Insurance on such property shall follow removal, the necessary adjustments in sums insured and premium being made as from the date of removal as soon as the oversight is discovered.

**20. 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.

**22. COST OF DEMOLITION AND CLEARING AND ERECTION OF HOARDINGS**

The Insurance by this Policy is extended to include costs, necessarily incurred by the Insured, in respect of the demolition of Buildings and Machinery and or removal of debris from the site and in providing erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the property insured by fire or any other perils hereby insured against; provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

**23. COST OF DEMOLITION  
(APPLICABLE TO BUILDINGS ONLY)**

The insurance on a Building under any item of this Policy is declared to include costs, necessarily incurred by the Insured, in respect of the demolition of Buildings and/or the removal of debris from the site following destruction of or damage to the property insured by fire or any other peril thereby insured against, provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

**24. REINSTATEMENT OF LOSS**

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the current period of insurance. It is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

**25. CAPITAL ADDITIONS**

The Insurance by this Policy extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to property specified in "As shown in the Schedule" attached hereto for an amount not exceeding in the aggregate 10% it being understood that the insured undertakes to advise the Company each quarter of any such alterations, additions and improvements and to pay the appropriate additional premium thereon.

**26. REINSTATEMENT VALUE  
(APPLICABLE TO PROPERTY OTHER THAN  
MERCHANDISE OR STOCK IN TRADE)**

It is hereby declared and agreed that in the event of the property insured under this Policy being destroyed or damaged, the basis upon which the amount payable under this Policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the Insured property when new, subject to the following special provisions and subject to the terms and conditions of the Policy except insofar as the same may be varied hereby.

**SPECIAL PROVISIONS**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the Policy if this Memorandum has not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by the Policy then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the

Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provisions.

4. This memorandum shall be without force or effect if
- a) The Insured fails to intimate to the Company within

six months from the date of destruction or damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.

- b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

## **27. ALL OTHER CONTENTS**

It is agreed that the term "All Other Contents" is understood to include:

- a) Money and Stamps not otherwise specifically insured for an amount not exceeding US\$hs. "As shown in the Schedule".
- b) Documents, Manuscripts and Business books but only for the value of the materials as stationery, together with the cost of electrical labour expended in writing up and not for the value to the Insured of the Information contained therein and not for an amount exceeding US\$hs. "As shown in the Schedule" in respect of any one Document, Manuscript or business Book.
- c) Patterns, Models Moulds, Plans and Designs, for an amount not exceeding US\$hs. "As shown in the Schedule" in respect of any one pattern, Model, Mould, Plan or Design.

And so far as they are not otherwise insured:

- d) Employees' Pedal Cycles, Clothing, Tools and Other Personal Effects for an amount not exceeding US\$hs. .... in respect of any one Employee.

## **28. RENT RECEIVABLE**

The Company will be answerable for payment of the aforesaid rent, but in no case exceeding the actual Rent Receivable by the Insured of the aforesaid premises at the time of the fire or on such part of the same as may be then let, in the event of same being untenable during the whole term above specified, in consequence of damage by fire. The amount payable under this Policy shall be in proportion which the amount insured bears to the actual Rent of the Premises; and in the case of the premises not being untenable during the whole of the term aforesaid, the company shall only be liable to pay to the Insured such proportion of the amount so payable as aforesaid as the period of time during which the said Premises may be untenable bears to the whole time above specified, but the same shall not exceed the time which would be required by a Builder to put the Premises into tenantable conditions.

## **29. RENTAL VALUE**

The Company will be answerable for payment of the aforesaid Rental Value, but in no case exceeding the actual Rental Value of the said Premises in the event of the same being untenable during the whole term above specified, in consequence of damage or destruction by fire. The amount payable under this Policy shall be in the proportion which the amount insured bears to the actual Rental Value of the Premises, and in case of the premises not being untenable during the whole of the term aforesaid, the Company shall only be liable to pay the Insured such proportion of the amount so payable as aforesaid as the period of time during which the said Premises may be untenable bears to the whole time above specified, but the same shall not exceed the time which would be required by a builder to put the Premises into tenantable condition.

## **30. RENT PAYABLE**

The Company will be answerable for payment of the aforesaid Rent, but in no case exceeding the actual Rent Payable by the Insured to the Owner or Landlord of the said premises in the event of the same being untenable during the whole term above specified, in consequence of damage or destruction by fire. The amount payable under this Policy shall be in the proportion which the amount insured bears to the actual Rent of the premises, and in case of the premises not being untenable during the whole of the term aforesaid, the Company shall only be liable to pay the Insured such proportion of the amount so payable as aforesaid as the period of time during which the said premises may be untenable bears to the whole time above specified but the same shall not exceed the time which would be required by a builder to put the premises into tenantable condition.

## **31. MORTGAGE**

It is hereby specially agreed that this insurance as to the interest of the mortgages as regards the buildings, landlords' fixtures and rent insured only, shall not be invalidated by any act or neglect of the mortgage or owner of the property insured, nor by any misrepresentation or non-disclosure by the Mortgagor or owner of the property insured at the time when the insurance is effected or renewed or during the currency thereof nor by the alteration of the property nor by the occupation thereof for purposes more hazardous than are permitted by this Policy, provided that such act, neglect, misrepresentation, or non-disclosure, alienation, or occupation shall have been effected without the knowledge or privity of the mortgagee. Provided also that the mortgagee shall notify to the Company the happening or existence of such act neglect misrepresentation, non-disclosure, alienation or occupation as soon as the same shall come to the mortgagee's knowledge and shall, on reasonable demand pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such hazard may or shall have been assumed by the

Company during the continuance of this Insurance.

**32. LIEN**

Loss if any payable under this Policy is payable to "As shown in the Schedule" as their interest may appear whose receipt will be a valid discharge.

**33. TENANTS**

It is hereby declared and agreed that should a tenant of the Insured in the within insured building do or omit to do, without the knowledge or consent of the Insured anything which would vitiate the within Policy Conditions and/or Warranties, this Policy will not be held to be void on that account provided that the Insured shall notify to the Company the happening or existence of such act or omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created according to the establishment scale of rates, for the time such increased hazard may be, or shall have been assumed by the Company during the continuance of this insurance.

**34. OTHER TENANTS**

It is hereby declared and agreed that should another tenant in the within described building do or omit to do, without the knowledge of the Insured, anything which would vitiate the within Policy conditions and/or Warranties, this Policy will not be held to be void on that account provided that the Insured shall notify to the Company the happening or existence of such act or omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge of any increase of hazard thereby created

according to the established scale of rates, for the time such increased hazard may be, or shall have been assumed by the Company during the continuance of this Insurance.

### **35. TEMPORARY REMOVAL**

Subject to the following provisions the property insured (other than stock-in trade or merchandise) by this Policy is covered whilst temporarily removed for cleaning, renovating, repair or other similar purposes to any premises not in the Insured's occupation and in transit thereto and therefrom by road, rail, air or inland waterway in Uganda. The amount recoverable under the extension in respect of each item aforesaid shall not exceed (a) 10 per cent, of the amount of the item after deduction from the sum insured the value of any stock in trade, or merchandise insured by the said item nor (b) the amount which would have been recoverable had the loss occurred at the premises from which the property is temporarily removed.

This extension does not apply to:

- a) Motor Vehicles and Motor Chassis.
- b) Property held by the Insured in trust other than machinery and plant.
- c) Property if and so far as it is otherwise insured.

### **36. PUBLIC AUTHORITIES**

The Insurances by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Ordinance or with Bye-Laws of

any Municipal or Local Authority provided that:

- 1) The amount recoverable under the Extension shall not include:-
  - a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws;
    - i) in respect of destruction or damage occurring to the granting of this extension;
    - ii) in respect of destruction or damage not insured by this Policy;
    - iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage;
    - iv) in respect of undamaged property or undamaged portions of property.
  - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
  - c) the amount of any rate duty development or other charge or assessment arising out of capital appreciation which may be

payable in respect of the property or by the owners hereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon

another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.

- 3) If the liability of the Company under any item of the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
- 4) The total amount recoverable under the Policy shall not exceed the Sum Insured thereby.
- 5) All the conditions of this Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

### **37. BREACH OF WARRANTIES**

The warranties and special memoranda attached to this Policy shall apply to the items concerned individually as if each were insured by a separate Policy. The breach of any warranty or special memorandum shall void the Policy only in respect of the item or items to which the breach applies and not in respect of the remaining items.

### **38. PUBLIC UTILITIES**

The Insurance by this Policy extends to cover telephone, gas, water and electrical instruments, meters, piping, cables and the like and accessories thereof, including similar property in adjoining yards or roadways or underground, all the property of the Insured, or of others for which the Insured are responsible.

### **39. ADJOINING BUILDING**

Except where such property is more specifically insured the items on the schedule of this Policy extend to small outside buildings, extensions and annexes adjoining or communicating with the building to which such item relates.

### **40. DEFINITION OF BUILDINGS**

Buildings and out buildings inclusive of landlord's fixtures and fittings attached thereto and all inside an outside appurtenances attached therein and thereon and inclusive of boundary walls, gates and fences, foundations, fire escapes and steps and stone flagging and underground electricity distribution system.

### **41. MISDESCRIPTION**

It is understood that this insurance shall not be prejudiced by any alteration or misdescription of occupancy provided that the Insured shall notify the Company of any such alteration or misdescription as soon as the same shall come to their knowledge and shall on demand pay an additional premium, if required, from the date of the alteration of occupancy.

### **42. APPRAISEMENT**

If the aggregate claim for any one loss does not exceed £500 or 5% (five per cent) of the Sum Insured whichever is the lesser amount by the Item or Items affected no special inventory or appraisal of the undamaged property shall be required. If two or more buildings be included in a single item, this provision shall apply to the range of buildings and /or contents by the Item or Items affected.

### **43. FIRE BRIGADE**

It is hereby declared and agreed that:

- i) following an outbreak of fire at or adjacent to the premises

at which the property insured is situated, the Company will reimburse the Insured with costs reasonably incurred in preventing, controlling or extinguishing such fire affecting (or threatening to affect) the property insured in circumstances which have (or would have) given rise to a valid claim under the Policy.

- ii) if any Municipality or Local Authority is duly empowered to charge the Insured, by virtue of their ownership or occupation of the property, with the cost of Fire Brigade Services rendered in extinguishing a fire or with the cost of water used in such extinguishment, the charges so raised will be reimbursed to the Insured by the Insurers provided that the total amount recoverable under any item of this Policy does not exceed the sum insured thereby.

### **44. LONG TERM AGREEMENT**

A discount of "As shown in the Schedule" per cent of the net premium for this Policy is allowed in consideration of the Insured having undertaken to renew the insurance for a period of "As shown in the Schedule" Years from "As shown in the Schedule" and to pay the premium annually in advance, it being understood that the sum insured may be proportionately reduced to correspond with any reduction in value.

Condition (10) of the Policy is replaced by the following: This Insurance may be at any time be terminated at the option of the Company on notice to that effect being given to the Insured in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired period of the insurance year concerned.

### **45. GOODS IN TRUST**

Notwithstanding anything contained in the Exception No. 7

- (a) of this Policy to the contrary it is hereby declared and agreed that the indemnity expressed in this Policy is deemed to include loss or damage to Goods held by the Insured in trust or on commission for which the Insured is legally responsible.

#### **46. REMOVAL OF STOCK DEBRIS**

It is understood that the insurance by this Policy extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other peril hereby insured against.

The liability of the Company under this clause and the Policy shall in no case exceed the sum insured thereby.

#### **47. SPECIAL CONDITIONS FOR DECLARATION POLICIES**

1. In consideration of the premium by this Policy being provisional in that it is calculated on 75% of the sum insured hereby and is subject to adjustment on expiry of each period of Insurance -

The Insured agrees to declare to Jubilee General Insurance Limited in writing the value of his stocks (other than retail) less any amount insured by policies other than declaration policies, on the following basis namely,

And to make such declaration within thirty days of the 1st day of each calendar month, such declaration to be signed by the Insured or by a responsible person authorized to sign on his behalf.

If other policies on a declaration basis covers the stocks hereby insured the declaration shall be made so as to apportion to each Policy a share of the value of the stocks insured under such declaration policies, pro rata to the respective amounts named in the policies.

In the event of declaration not being made within the thirty days mentioned above then the Insured shall be deemed to have declared the sum insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated at the rate on the average sum insured, namely, the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium be greater than the provisional premium the Insured shall pay the difference; if it be less the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
3. If at the time of loss, there be any other subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply to the excess of the value of such stocks at the time of the loss over the sum insured by such other insurance or insurances and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurance covering the same stocks, a rateable proportion of such excess), but not exceeding the sum insured hereby, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. Notwithstanding the occurrence of a loss it is understood that the sum insured will be maintained at all times during the currency of the Policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss of the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium.

6. In the event of this Policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancelment, or 50% of the provisional premium whichever is the greater; but if the Policy is cancelled by the Insured

after a loss has occurred the premium to be retained by the Company shall be the pro rata proportion of the premium calculated on the average amount insured up to the date of cancelment plus the pro rata proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of the loss paid, or 50% of the provisional premium whichever is the greater.

7. The maximum liability of the Company shall not exceed the sum insured hereby and premium shall not be receivable on values in excess thereof. The sum insured may, however, be increased by prior agreement with the Company in which event the new sum insured and the date from which it is effective will be recorded on the Policy by endorsement.
8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, on stocks (other than retail) shall be separately subject to this condition.
9. It is warranted that every other Policy on the declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
10. This insurance is subject in all respects to the printed conditions of the Policy except in so far as they may be varied by these Special Conditions.

#### 48.

##### **SAFE AND BOOKS**

Warranted that the Insured keeps and during the currency of this Policy shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books or Computer System records or Punched Cards showing a true and accurate record of all Business transactions, and stock in hand, and that such Books, Computer System records or Punched Cards shall be locked in a fire-proof safe or removed to another building at night, and at all times when the premises are not actually open for business.

This warranty applies separately to each and every business or branch business. Transfers of goods from one premises to another shall be a business transaction within the meaning of this Warranty.

It is further warranted that the said Safe shall not contain explosive or other hazardous commodities.

##### **49. HAZARDOUS GOODS**

It is hereby agreed that a small quantity of Hazardous Goods (except such as may be herein specially prohibited or limited in quantity by warranty or otherwise or as may be prohibited by Official Regulations) may be stored in the building above described, but it is nevertheless warranted by the Insured that during the currency of this Policy the value of such permitted Hazardous Goods shall not exceed 5 per cent of the value of all goods stored therein.

**THE FOLLOWING GOODS ARE TO BE DEEMED HAZARDOUS:**

Acetylene (Liquid)	Shoddy
Barium Sulphide	Copper Sulphide
Benzene	Copra Cake
Benzoline	Copra Meal
Bisulphide of Carbon	Cordite
Bitumen	Cotton, whether in full pressed bales or otherwise
Brimstone (Sulphur)	Crackers
Calcium Carbide	Explosives of any kind
Calcium Sulphide	Fireworks
Camphine	Fulminating powder
Camphor	Grasses of all kinds
Candles	Ghee
Catridges	Gunny bags other than fully pressed Iron-bound bales
Celluloid and Xylonite and other similar substances	Gun powder
Charcoal (Powdered)	Hay
Chlorate of Potash	Hemp
Chloride of Lime	Hessian, other than fully pressed Iron-bound bales
Cinematograph Films	Kerosene
Coconut and other vegetable oils	Lampblack
Coir, Coir yarn	Lime
Nitro-Glycerine	Mungo
Oil and /or Oil paints	Matches of any kind
Paraffin	Naphtha
Percussian caps	Nitrate of Soda
Petroleum and/or its Liquid products	Nitric Acid
Petrol	Sisal Bags and Sisal Cloth other than in fully pressed Iron-bound bales.
Phosphorus	Spirits of any kind not in Bottles.
Picric Acid	Sulphuric Acid
Pitch	Tallow (manufactured and unmanufactured)
Potash	Sulphur Dyes or Colours
Potassium Sulphide	Tar and/or Tarred Ropes and/or Tarred Canvas
Rags	Varnish
Resin	Vegetable Fibres of any kind
Rockets	Turpentine
Rock Oil	Waste of any kind
Saltpeter	



## CLAUSES APPLICABLE TO THIS POLICY

### ELECTRONIC DATA EXCLUSION

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

1.1.1. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including 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.

1.1.2. 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 programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

1.1.3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised 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'.

#### 2. Electronic Data Processing Media Valuation

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

2.1.1. Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### COMMUNICABLE DISEASE EXCLUSION

1. This Policy 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.
2. 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

2.1 the substance or agent includes, but it is not limited to a virus, bacterium, parasites or other organism or any variation thereof, whether deemed living or not, and

2.2 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

2.3 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.

3. 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

### TERRORISM 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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to pull the public, or any section of the public, in fear.

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 related to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### POLLUTION AND CONTAMINATION EXCLUSION

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 (1)

- Any peril insured against which itself results from a pollution or contamination
- Any liability in connection with disposed or dumped waste materials or substances may not be covered.

## **SANCTIONS CLAUSE**

### **Sanctions / Embargoes**

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 States of America and/or any other applicable national economic or trade sanction law or regulations

### **Contract Certainty**

Please read the terms of this policy document carefully. If you find that the terms of the policy do not meet your requirements, please return the policy document to your broker or the Company with your comments for the necessary rectification. If the policy meets your requirements, please sign and return a copy of the signed schedule of this policy to your broker or the company within 30 days of the date when the policy was sent to you.

If the Company does not receive a signed copy of the signed policy document or does not otherwise hear from you within 30 days of sending you this policy, subject to receipt of the premiums payable under the policy, you will be deemed to have read and accepted the policy on the terms, conditions and limitations contained herein and will accordingly be bound by them