

CONSEQUENTIAL LOSS POLICY

IN CONSIDERATION of the Insured paying to the Company the First Premium

THE COMPANY AGREES (subject to the Conditions contained herein or endorsed or otherwise expressed hereon) that if any building or other property or any part thereof used by the Insured at the Premises for the purposes of the Business be destroyed or damaged by:

- (1) Fire
- (2) Lightning
- (3) Explosion in a building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purposes.

(destruction or damage so caused being hereinafter termed Damage) at any time after payment of the premium and before the time specified in the schedule on the last day of the period of insurance or of any subsequent period in respect of which the premium required for the renewal of this Policy shall have been paid to and accepted by the Company and the business carried on by the Insured at the premises be in Consequence thereof interrupted or interfered with

THEN THE COMPANY WILL PAY TO THE INSURED in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained

PROVIDED THAT at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that payment shall have been made or liability admitted therefor under such insurance

AND THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefor by memorandum

Signed for and on behalf of the Company

DATE:-----

CHIEF EXECUTIVE OFFICER

CONDITIONS

1. If there be any material misdescription of the business or premises to which This insurance refers 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.
2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form or receipt 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 loss hereby insured against 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 Damage, all benefit under this Policy shall be forfeited.
4. Immediately upon any fall or displacement:
 - (a) of any building Damage to which might give rise to a claim under this Policy
 - (b) of any part of such building
 - (c) of the whole or any part of any range of buildings or of any structure of which such building forms part, the insurance under this Policy shall cease in respect of loss resulting from Damage to such building or property therein.

PROVIDED THAT: (1) Such fall or displacement is of the whole 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 damage or is otherwise material

(2) Such fall or displacement is not caused by Damage, loss Resulting form , which is covered by this Policy or would be covered if such building, range of buildings or structure were included in the premises to which the Policy refers.

If any claim be made upon this Policy in consequence of Damage whether occurring before, during or after such fall or displacement the Insured shall produce such proof as may reasonably be required that the loss was not, either in origin or in extent directly or indirectly proximately or remotely, occasioned by or contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly proximately or remotely, arise out of or in connection with any such fall or displacement.

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

5. This insurance does not cover:

Loss occasioned by or happening through or in consequence of:

- (1) The burning property by order of any Public Authority
 - (2) Subterranean Fire
 - (3) Explosion except as stated on the face of this Policy
 - (4) The burning, whether accidental or otherwise, of Forest, Bush, Prairie, Pampas or Jungle and the clearing of lands by Fire
 - (5) Damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or its undergoing any heating or drying process
 - (6) (i) Nuclear weapons Material
 - (ii) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
6. This insurance does not cover any loss resulting from Damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences or which, either out of or in connection with any of such occurrences namely:
- (1) Earthquake, Volcanic Eruption, Typhoon, Hurricane, Tornado, Cyclone or other convulsion of nature or atmospheric disturbance
 - (2) War, Invasion, Act of Foreign Enemy, Hostilities or warlike operations (whether war be declared or not), Mutiny, Riot, Civil Commotion, Insurrection, Rebellion, Revolution, Conspiracy, 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

Any loss resulting from Damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss not covered by this insurance, except to the extent that the Insured shall prove that such 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 is not covered by this insurance the burden of proving that such loss is covered shall be upon the Insured.

7. The Insurance by this Policy shall cease if:
- (a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued or
 - (b) the Insured's interest ceases otherwise than by death or
 - (c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

8. Notice shall be given to the Company and, if required, an additional premium paid if the rate of premium payable in respect of the insurance covering the interest of the Insured in the property at the premises against Damage shall be increased.
9. 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 the cancellation.
10. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof to the Company and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this policy shall, not later than thirty days after the expiry of the Indemnity period or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom. The insured shall at his own expense produce, procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form 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 and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.
11. 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 Damage be occasioned by the wilful 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 14th Condition of this Policy) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefits under this Policy shall be forfeited.
12. If at the time of any loss under this Policy there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering such loss or any part of it, the Company shall not be liable to pay or contribute hereunder more than its rateable proportion of such loss.
13. 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 any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his identification by the Company.
14. If any difference arises as to the amount of any loss such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the

parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two dis-interested persons as Arbitrators, 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 sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs 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 condition precedent to any right action or suit upon this Policy that the award by such Arbitrators or Umpire of the amount of the loss if disputed shall be first obtained.

15. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of.

(a) One year from the end of the Indemnity Period or, if later

(b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or arbitration.

16. This Policy and the schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the schedule shall bear such specific meanings wherever they may appear.

17. Every notice and other communication to the Company required by these conditions must be written or printed.

DEFINITIONS

GROSS PROFITS: - The sum produced by adding to the Net Profit the amount of the Insured standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

NET PROFIT: - The net trading profit (exclusive of all capital receipts and accreditations and all outlay properly chargeable to capital) resulting from the Business of the Insured at the Premises after due provision has been made for all Standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

INSURED STANDING CHARGES - Rent, Rates and Taxes, Interest on Debentures, Mortgages, Loans and Bank Overdrafts, Directors Fees, Salaries to Permanent Staff and Wages to Skilled Employees, Auditors' Fees, Travelling Expenses, Insurance Premiums, Advertising, Miscellaneous Standing Charges (not exceeding 5% of total amount of the Specified Standing Charges).

INDEMNITY PERIOD: -The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.

MAXIMUM INDEMNITY PERIOD : Six (6) Months

RATE OF GROSS PROFIT: - The rate of Gross) to which such adjustments shall Profit earned on the Output during the) be made as may be necessary to financial year immediately before the date of) provide for the trend of the Damage.
) Business and for variations in or
) special circumstances affecting

ANNUAL TURNOVER:- The Turnover during that) the business either before or period in the twelve months immediately) after the Damage or which would before the date of the Damage.) have affected the Business had

STANDARD OUTPUT - The Output during that) the damage not occurred, so that period in the twelve months immediately) the figures thus adjusted shall re- before the date of the damage which) present as nearly as may be reason- corresponds with the indemnity Period.) ably practicable the results which) but for the Damage would have) been obtained during the relative) period after the Damage.

MEMO

1. ALTERNATIVE TRADING CLAUSE - If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the output during the indemnity period.
2. UNINSURED STANDING CHARGES - If any standing charges of the Business be not insured by this policy then in computing the amount recoverable hereunder as increase in cost of working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the Sum of the Net Profit and all the Standing Charges.
3. AUDITOR'S CLAUSE: - It is understood and agreed that any particulars or details contained in the Insured's book of account or other business books or documents which may be required by the Company under Condition no.10 of this Policy for the purpose of investigating or

verifying any claim hereunder may be produced and certified by the Insured's Auditors and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

4. REBATE OF PREMIUM CLAUSE - In the event of 100 per cent of the Gross Profit earned during the financial year most nearly concurrent with any period of insurance as certified by the Insured's Auditors, being less than the respective sum insured thereon a pro rata return premium not exceeding 50 per cent of the premium paid on such Sum Insured for such period of insurance will be made in respect of the difference. If any Damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such Damage.

5. In consideration of the payment of an additional premium which is included in the premium hereon, it is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary, the term "Damage" as defined in this policy shall be (subject always to the special conditions hereafter contained) extended to include:-

Destruction or damage (by Fire or otherwise) caused by;

- (a) Impact
- (b) Aircraft
- (c) Windstom, Tornado, Hurricane, Cyclone and/or Typhoon
- (d) Burstpipe
- (e) Flood
- (f) Earthquake
- (g) Riot, Strike, Civil Commotion, Malicious Damage

PROVIDED ALWAYS that the insurance under this memorandum shall be subject to the following special conditions and that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of Damage that payment shall have been made or liability admitted under the insurance covering the interest of the Insured in the property at the premises against such Damage if no such payment shall have been made or liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

SPECIAL CONDITIONS

1. The liability of the Insurers shall in no case under this extension exceed the Sum Insured by this Policy.
2. This insurance does not cover any loss resulting from damage which either is occasioned by or contributed to by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
 - (a) War invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war.

(b) Mutiny, Riot, military or popular uprising, 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

6. In consideration of the payment of an Additional Premium included in the premium hereon, it is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary, the term "Damage as defined in this Policy shall (subject always to the Special Conditions hereinafter contained) extend to include:-

Destruction or damage (by fire or otherwise) directly caused by EXPLOSION,

PROVIDED always that all the conditions of the Policy (except in so far as condition No. 5 (3) is hereby expressly varied) shall apply as if they had been incorporated herein.

SPECIAL CONDITIONS

1. The liability of the Company shall in no case under this Memorandum exceed the Sum Insured by this Policy.
2. The Company shall not be liable, under this extension, for loss resulting from Damage occasioned by or through or in consequence, directly or indirectly, of any act of any person acting on behalf of, or in connection with an organisation with activities directed towards the overthrow by force of the Government "de jure" or "de facto" or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss is not covered by this Insurance, the burden of proving that such loss is covered shall be upon the Insured.