



TOKIO MARINE  
NICHIDO

## **PART A - POLICY WORDINGS**

**(PART A is applicable irrespective of whether specified in the Policy Schedule)**



## **PROPERTY ALL RISK INSURANCE POLICY (LM-7 WORDINGS)**

In consideration of the Insured having paid or agreed to pay to the Insurer the first premium shown in the Schedule.

The Insurer named herein hereby agrees subject to the terms exceptions limits and conditions contained herein or endorsed hereon (hereinafter referred to as "the Terms of the Policy") that if during the Period of Insurance or during any further period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required the Property Insured or any part thereof shall be accidentally physically lost, destroyed or damaged the Insurer will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at their option reinstate or replace such property or any part thereof

PROVIDED THAT the liability of the Insurer 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 be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurer

### **EXCEPTIONS**

The Insurer will not indemnify the Insured in respect of:-

1. (a) electrical or mechanical breakdown or derangement of plant machinery or equipment
- (b) deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system.
- (c) subsidence ground heave landslip erosion settling or cracking.

UNLESS EITHER (i) caused by

fire lightning  
explosion

(for the purposes of this Exception "explosion" shall not mean the bursting or disruption of turbines compressors, transformers rectifiers, switchgear engine cylinders, hydraulic cylinders, fly-wheels or other moving parts subject to centrifugal force or boilers or economizers or other vessels machinery or apparatus in which pressure is used)

aircraft or other aerial devices or articles dropped therefrom impact by vehicles watercraft locomotives or rolling stock  
earthquake

riot or malicious acts (other than any act excluded by reason of Exception 6 (b) herein)

Strikers locked-out workers or persons taking part in labour disturbances

storm tempest flood

OR (ii) resulting in

the occurrence of any of the events in (i) above then the Insurers will only indemnify the insured under the terms of the Policy in respect of the resultant loss destruction or damage

2. loss destruction or damage to:-

- (a) property in course of manufacture if such loss destruction or damage is sustained while the property is being actually worked on and directly resulting from such work
- (b) property in course of construction or erection
- (c) boilers economizers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture



**TOKIO MARINE  
NICHIDO**

- (d) plant machinery or equipment during installation dismantling or the stripping down and assembly in respect of any re-siting operations
- (e) electrical equipment or wiring caused by electrical current (other than lightning)
- (f) money cheque bullion negotiable instruments and securities of all kinds
- (g) animals growing crops or standing timber
- (h) dams reservoirs piers wharves jetties bridges or tunnels
- (i) any vehicle licensed for road use railway locomotive and rolling stock water craft or aircraft or property contained in water craft or aircraft
- (j) property whilst in transit other than at any premises described in the schedule
- (k) documents manuscripts business books or computer systems records for the value to the Insured of the information contained therein

HOWEVER the Insurers will indemnify the Insured in respect of loss destruction or damage to

- (a) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labor expended in writing up
  - (b) computer systems records but only for the value of the materials together with the costs and expenses necessarily incurred by the Insured in reproducing such records (excluding any costs or expense in connection with the production of information to be recorded therein)
- 3.
- (a) consequential loss of any kind or description whatsoever
  - (b) loss resulting from dishonesty fraudulent action trick device or other false pretence
  - (c) loss resulting from theft unless accompanied by violence to persons or threat of violence or forcible and violent entry to or exit from the premises
  - (d) loss resulting from unexplained or mysterious disappearance or shortage revealed at any periodic inventory or shortages in the supply or delivery of materials or loss or shortage due to clerical or accounting error
  - (e) the cost of replacing or rectifying defective materials workmanship design or defect or omission in design plan or specification
  - (f) contamination pollution wear and tear corrosion vermin fungus rot gradual deterioration deformation or distortion shrinkage evaporation loss of weight change in flavour colour texture or finish or action of light
  - (g) the cost of normal upkeep or normal making good
  - (h) the freezing or solidification of molten material
4. Loss destruction or damage by storm tempest water hail frost or snow to property
- (a) in the open (other than buildings structures and plant designed to exist and operate in the open)
  - (b) contained in open-sided buildings

UNLESS so described and specifically insured as a separate item in the Schedule

5. The amount stated in the Schedule as the Deductible in respect of each and every occurrence or a series of occurrences consequent on or attributable to one source or original cause giving rise to loss destruction or damage the subject of indemnity under this policy



**TOKIO MARINE  
NICHIDO**

6. any loss destruction or damage directly or indirectly occasioned by or through or in consequence of:-
- (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
  - (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military insurrection rebellion revolution military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence
  - (c)
    - (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority.
    - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person
- provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise Insured by this Policy
- (d) the destruction of property by order of any public authority

In any action suit or other proceeding where the Insurers allege that by reason of the provisions of Exceptions 6(a) and 6 (b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured

7. any loss destruction or damage directly or indirectly caused by or arising from or in consequence of or contributed to by:-
- (a) nuclear weapons material
  - (b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this Exception 7 (b) combustion shall include any self sustaining process of nuclear fission



TOKIO MARINE  
NICHIDO

## POLICY CONDITIONS

1. DEFINITION

*This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear*

2. MISDESCRIPTION

*If there be any materials Misdescription of any of the Property 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 Insurers shall not be liable under this Policy so far as it relates to property affected by any such Misdescription misrepresentation or omission*

3. ALTERATION

*Under any of the following circumstances the insurance under this Policy ceases to attach as regards the property affected unless the Insured before the occurrence of any loss or damage obtains the sanction of the Insurers signified by endorsement upon the Policy by or on behalf of the Insurers*

- (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*
- (b) *if the building insured or containing insured Property becomes unoccupied and so remains 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 passes from the Insured otherwise than by will or operation of law*

4. CANCELLATION

*This insurance may be terminated at any time at the request of the Insured in which case the Insurers 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 Insurers on notice to that effect being given to the Insured in which case the Insurers shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation*

5. SAFEGUARDS AND MAINTENANCE

*The Insured shall at all times and as far as is reasonably practicable take steps to safeguard the Property Insured and maintain it in a proper state of repair. The Insured shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the Property Insured*

6. CLAIMS

*On the happening of any loss destruction or damage the Insured shall forthwith give notice thereof in writing to the Insurer and shall within 15 days after such loss destruction or damage or such further time as the Insurers may in writing allow at his own expense deliver to the Insurers a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost destroyed or damaged and of the amount of such loss destruction or damage thereto respectively having regard to their value at the time of the loss destruction or damage together with details of any other insurance on any property hereby insured. The insured shall also give to the Insurers all such proofs and information with respect to the claim as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under*



**TOKIO MARINE  
NICHIDO**

*this Policy shall be payable unless the terms of this Condition have been complied with*

*In the case of property lost or stolen or if willful or malicious damage is suspected the Insured shall immediately notify the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property*

7. **INSURERS RIGHTS AFTER A LOSS**

*On the happening of any loss destruction or damage to any of the Property Insured the Insurers 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 them any property of the Insured in the building or on the premises at the time of the loss or the 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 Insurers at any time until notice in writing is given by the Insured that they make no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and the Insurers shall not by any act done in the exercise or purported exercise of their powers hereunder incur any liability to the Insured or diminish their right to rely upon any of the conditions of this Policy in answer to any claim*

*If the Insured or any person on their behalf shall not comply with the requirements of the Insurer or shall hinder or obstruct the Insurers in the exercise of their 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 Insurers whether taken possession of by the Insurers or not*

8. **FORFEITURE**

*If any claims upon this Policy be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy or if the loss destruction or damage be occasioned by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited*

9. **TIME LIMITATION**

*If a 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 condition 15 of this Policy) within three months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited*

10. **REINSTATEMENT**

*If the Insurers elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Insurers all such plans documents books and information as the Insurers may reasonably require. The Insurers shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured there*

11. **SUBROGATION**

*The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurers*



**TOKIO MARINE  
NICHIDO**

12. MARINE

*This Insurance does not cover any loss or damage to property which at the time of 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*

13. CONTRIBUTION

*If at the time of any loss destruction or damage happening to any Property Insured there be any other subsisting insurance whether effected by the Insured or by any other person or persons covering the same property the Insurers shall not be liable to pay or contribute more than their ratable proportion of such loss destruction or damage*

14. AVERAGE

*If the Property Insured shall at the time of any loss destruction or damage 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 of the Policy shall be separately subject to this Condition*

15. ARBITRATION

*If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) each difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provision in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers*

16. OBSERVANCE OF CONDITIONS

*The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Insurer to make payment under this Policy*



## **Exclusions: -**

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### **Sanctions Limitations and Exclusion Clause**

The (re)insurer will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the (re)insurer (or any parent company, direct or indirect holding company of the (re)insurer) to any penalty or restriction [including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the (re)insurer], arising out of any trade and economic sanctions laws or regulations which are applicable

### **Communicable Disease Endorsement**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. 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:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. 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 insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same

LMA5393  
25 March 2020





TOKIO MARINE  
NICHIDO

## **PART B – ADDITIONAL ENDORSEMENTS**

**(PART B is applicable only if specified in the Policy Schedule)**



TOKIO MARINE  
NICHIDO

<b>General Exclusions</b>	
<b>Clause</b>	<b>Wordings</b>
<b>Date Recognition</b>	<p>The Company shall not be liable under this Policy for any</p> <ol style="list-style-type: none"> <li>1 claim resulting from Damage directly or indirectly caused by or consisting of or arising</li> <li>2 liability of whatsoever nature directly or indirectly caused by or contributed to by or arising</li> <li>3 proceedings that result directly or indirectly</li> <li>4 additional expenditure arising directly or indirectly</li> </ol> <p style="padding-left: 40px;">from the failure of any computer or data processing equipment or media or microchip or integrated circuit or similar device or any computer software whether the property of the Policyholder or not to</p> <ol style="list-style-type: none"> <li>(a) correctly recognise any date as its true calendar date</li> <li>(b) capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date</li> <li>(c) capture save or retain and/or correctly to process the data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain and/or correctly to process such data on or after any date</li> </ol> <p>but this shall not exclude (other than in respect of liability and/or proceedings as stated above) claims resulting from subsequent Damage not otherwise excluded which itself results from a Defined peril as stated in relevant Sections.</p>
<b>Deductible</b>	<p>The company shall not be liable for the amounts stated in the relevant Schedule in respect Of each and every claim as ascertained after the application of all other terms and conditions of the Section including any condition of Average.</p> <p>The Policyholder shall effect no insurance in respect of any amount specified as a Deductible herein.</p>
<b>Electronic data</b>	<p>This Policy does not cover Damage 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 claim</p> <p>However in the event that a fire and/or explosion results from any of the matters described above this Policy subject to all its terms Conditions and Exclusions will cover Damage occurring during the Period of Insurance to property insured by this Policy.</p>
<b>Pollution</b>	<p>This Policy does not cover Damage caused by</p> <ol style="list-style-type: none"> <li>(a) Pollution to Property Insured other than caused by Pollution which itself results from a Defined peril</li> <li>(b) any Defined peril which itself results from Pollution</li> </ol>



TOKIO MARINE  
NICHIDO

<p><b>Radioactivity:</b></p>	<p><b>This Policy does not cover Damage to any property whatsoever or any claim or expense Resulting or arising from any consequential loss or from any legal liability directly or indirectly caused by or contributed to by or arising from</b></p> <ol style="list-style-type: none"> <li><b>1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</b></li> <li><b>2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof</b></li> </ol>
<p><b>Sonic Bang(s)</b></p>	<p><b>This Policy does not cover Damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</b></p>
<p><b>Terrorism</b></p>	<ol style="list-style-type: none"> <li><b>1 This Policy does not cover</b> <ol style="list-style-type: none"> <li><b>(a) Damage to property</b></li> <li><b>(b) any business interruption loss</b></li> <li><b>(c) any liability</b></li> <li><b>(d) any bodily injury of whatsoever nature cost or expense resulting from or arising directly or indirectly from Terrorism.</b></li> </ol> </li> <li><b>2 If the Company alleges that by reason of this exclusion any loss damage cost expense or liability is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.</b></li> <li><b>3 In respect of Property and Business Interruption covers only:</b> <ol style="list-style-type: none"> <li><b>(a) This Policy does not cover Damage to property or any business interruption loss resulting therefrom of whatsoever nature directly or indirectly caused by occurring from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism</b></li> <li><b>(b) In the event that any portion of the Terrorism exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.</b></li> </ol> </li> </ol>
<p><b>War &amp; kindred risks</b></p>	<p><b>This Policy does not cover Damage or bodily injury directly or indirectly occasioned by or in consequence of or arising out of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped</b></p> <p><b>power or nationalisation confiscation requisition seizure or destruction by order of the government or any Public Authority except destruction by the order of any Public Authority at the time of and for the purpose of preventing the spread of fire or explosion.</b></p>



TOKIO MARINE  
NICHIDO

**Of the below mentioned clauses only clauses appearing in the policy schedule are applicable**

**Property Extension Clauses**

Clause	Wordings
72 Hours Clause	It is agreed that any loss of or damage to the insured property arising during any one period of 72 consecutive hours, caused by earthquake, storm, tempest, flood, tidal wave or hail shall be deemed as a single event and therefore to constitute one occurrence with regards to the excess provided herein. It is understood and agreed that there shall be no overlapping in any two or more such 72 hours period in the event of damage occurring over a more extended period of time.
Errors & Omissions	It is hereby agreed and understood that any inadvertent errors or omission on the part of the Insured in providing any information on the risk insured hereunder shall not be held to relieve the other party from any liability which would have attached under the Policy, provided that such error or omission shall be corrected as soon as possible upon discovery
Adjoining Building	It is understood that, except where specifically insured, Boundary Walls, Fences and Gates, the buildings of extensions to and communicating with the above described buildings and small outside buildings belonging thereto are held to be insured under the respective Building items of this specification
Claims Preparation Clause	It is hereby understood and agreed that the Insurance by this Policy included costs and expenses necessarily incurred by the insured for the purpose of preparing a claim hereunder, but in no event to exceed the amount of such claim or the amount mentioned in the Specification whichever is the lesser. Subject otherwise to the same terms, conditions and exceptions of the policy.
Expediting Expenses	This policy covers the reasonable and necessary extra costs of temporary repair or damage to property and the extra costs of expediting the permanent repair or replacement of such damaged property resulting from physical damage insured against by this policy. The limit under this extension is as stated in the Policy Schedule.  In no event shall these Expediting Expenses include expenses recoverable elsewhere in this Policy or the cost of permanent repair or replacement of the damaged property.
Improvement And Betterment Clause	It is a condition of this policy that the insurers accept and consider the insured, in the event of loss of damage on the position of sole and unconditional owner of the improvements and betterments made by the insured to buildings and premises insured under this policy and adjustments of losses and insurers liability hereunder shall be made and admitted accordingly irrespective of any adjustment of claim under the lessor's or building owners policies.  Subject otherwise to the terms, conditions and exceptions of the policy
Sprinkler Leakage Extension	It is hereby understood and agreed that the insurance in respect of this Policy is extended to cover loss destruction or damage caused by the accidental leakage of water or gas from an automatic sprinkler installation  Provided that the Company shall not be liable under this extension for loss destruction or damage resulting from leakage caused by:  a) repairs or alterations to buildings or premises b) the sprinkler installation being repaired, removed or extended c) freezing whilst the premises in the Insured's ownership and/or tenancy are empty or disused



**TOKIO MARINE  
NICHIDO**

	<p>d) the order of the government or of any municipal local or other competent authority e) defects in construction or condition of which the Insured is aware</p>
<i>Minimization Of Loss Clause</i>	<p>The Insurers hereby grant permission to the Named Insured to incur any expenditure with a view to avoiding or minimizing any loss or damage to the property insured, which loss or damage is threatened by the occurrence of an insured peril, and to carry out repairs in respect of any damage by an insured peril to the property insured which can be conveniently and advantageously undertaken by them. The Insured shall notify the Insurers thereof as soon as reasonably practicable and the Insurers will reimburse the Insured for any such expenditure for the cost of any such repairs, including overhead and reasonable profit, subject always to the Limit of Liability and deductible specified in this Policy.</p>
<i>Payment On Account</i>	<p>Payments on account may on application by the Policyholder and at the Company's discretion be made to the Policyholder.</p>
<i>Additional Interest Clause</i>	<p>The insurer will indemnify as though they were the named Insured all parties interested in the property insured by this Policy by way of loan, lease, hire purchase or other agreements, the nature and extent of any such interest to be disclosed in the event of destruction or damage.</p> <p>Subject otherwise to the terms, conditions, exclusions and warranties of the Policy.</p>
<i>Innocent Non-Disclosure</i>	<p>"It is hereby declared and agreed that in the event of any unintentional or non-deliberate errors, omissions or delays made in connection with this insurance, the Policy shall not be held to relieve either party hereto from any liability that would have otherwise attached had such error, delay or omission not been made, provided that such errors or omissions are corrected immediately upon discovery or become known to the insured and additional premium (if any) paid by the insured to the insurers."</p>
<i>Cost Escalation Clause</i>	<p>Notwithstanding the limits and sums insured stated in the Policy, the indemnity granted by this Policy extends to include indemnity up to an additional limit as specified in the policy schedule, should the cost of repair or replacement arising out of a recoverable loss have been increased due to an increase in cost of material or any other reasonable factor, subject to an additional premium in respect of the amount thus increased.</p>
<i>Cancellation Clause</i>	<p>Cancellation Condition under this Policy is amended to read as follows:</p> <p>This insurance may be terminated at any time at the request of the Insured by serving 60 days notice to the effect in which case the Insurers will retain a rateable proportion of the premium for the time the Policy has been in force. The insurance may also at any time be terminated at the option of the Insurers on 60 days notice to that effect being given to the Insured in which case the Insurers shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.</p>
<i>Debris Removal Clause</i>	<p>Within the limit of the sum insured by this policy for the respective item affected, the Company shall pay the costs and expenses necessarily incurred by the Insured with the consent of the Company for</p> <ul style="list-style-type: none"> <li>▪ Removal of debris</li> <li>▪ Dismantling or demolishing</li> <li>▪ Shoring up or propping</li> </ul> <p>of the portion or portions of the property insured destroyed or damaged by Fire or by any other peril hereby insured against.</p> <p>The Company will not pay for any costs or expenses:-</p> <ol style="list-style-type: none"> <li>i. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;</li> </ol>



**TOKIO MARINE  
NICHIDO**

	<p>ii. arising from pollution or contamination of property</p> <p>The liability of the Company under this clause and the policy in respect of any item shall in no case exceed the sum insured thereby.</p>
<i>Workmen's (Maintenance) Clause</i>	<p>Workmen are allowed on the premises for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purpose and the like without prejudice to this insurance.</p>
<i>Designation Of Property Clause:</i>	<p>For the purpose of determining where necessary the heading 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</p>
<i>Temporary Removal Clause</i>	<p>Subject to the following provisions, the property insured by this Policy (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and there from by road. The maximum period of such temporary removal covered is 30 days and limited to 10% of the Sum Insured on Plant, Machinery and Equipment.</p>
<i>Capital Additions Clause</i>	<p>The insurance by this policy extends to cover alterations, additions and improvements (but not appreciation in value in excess of 10% of the sums insured) to property at the location specified in the policy schedule. It being understood that the Insured undertake to declare to the insurers details and value of such additions, alterations or extensions within 30 days of such additions etc. and to pay the appropriate prorata additional premium thereon.</p>
<i>Fire Brigade Charges And Other Extinguishing Expenses Clause</i>	<p>It is hereby agreed and understood that if property is destroyed or damaged by a perils insured against, this Policy shall cover</p> <p>a. fire brigade charges and other extinguishing expenses for which the Insured may be assessed.</p> <p>b. Loss of fire extinguishing materials expended</p> <p>Subject otherwise to the terms, conditions, exclusions and warranties of this Policy.</p>
<i>Non Invalidation Clause</i>	<p>This insurance shall not be prejudiced by any act or neglect of the owner of any premises if the Named Assured is not the owner thereof, or by any act or neglect of any occupancy (other than the Named Assured) of any premises, when such act or neglect of the owner or occupant is not within the control of the Named Assured, or by failure of the Named Assured to comply with any warranty or conditions contained in any form or endorsement attached to this policy with</p>



**TOKIO MARINE  
NICHIDO**

	<p><i>regard to any portion of the premises over which the Named Assured has no control.</i></p> <p><i>Provided that the insured shall immediately on the same coming to their knowledge advise the company and pay pro rata additional premium if any that may be required from the date of such change or increase in risk.</i></p>
<i>Automatic Reinstatement Clause:</i>	<p><i>In the event of settlement of any claim, the sum insured stands decreased by the amount of claim paid. However, as per the provisions of this clause, the sum insured so decreased by the amount of claim paid will stand reinstated from the date of loss on payment of prorata additional premium by the insured on the amount of such indemnity from the date of such loss or damage to the expiry of the current period of insurance</i></p>
<i>All Other Contents Clause:</i>	<p><i>It is hereby agreed that "All other Contents" is understood to include the following upto a limit of Dhs.2,500 any one occurrence unless specifically declared and insured for specified amount:</i></p> <p><i>Money and Stamps, Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein.</i></p> <p><i>Patterns, Models, Moulds, Plans and Designs.</i></p> <p><i>Employee's Pedal Cycles, Clothing, Tools, Computers and any other Personal Effects.</i></p>
<i>Public / Local Authorities Clause</i>	<p><i>The insurance by each item under this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be solely incurred by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act, Law or Decree of the Country or with Bye-Laws of any Municipal or Local Authority, provided that:-</i></p> <p><i>(1) The amount recoverable under this extension shall not include -</i></p> <p><i>(i) The cost incurred in complying with any of the aforesaid Regulations or Bye-Laws :</i></p> <p><i>(a) in respect of destruction or damage occurring prior to the granting of this extension</i></p> <p><i>(b) in respect of destruction or damage not insured by the Policy</i></p>



**TOKIO MARINE  
NICHIDO**

	<p><i>(c) under which notice has been served upon the Insured prior to the happening of the destruction or damage</i></p> <p><i>(d) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged</i></p> <p><i>(ii) Additional cost that would have been required to make good the property damaged or destroyed to a condition equal to the condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen</i></p> <p><i>(iii) The amount of any rate, tax, duty, development or other charge of assessment arising out of capital appreciation which may be payable in respect of the property or by the Owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws</i></p> <p><i>(2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers 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 Insurers under this extension not being thereby increased.</i></p> <p><i>(3) If the liability of the Insurers 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 Insurers under this extension in respect of any such item shall be reduced in like proportion.</i></p> <p><i>(4) The total amount recoverable under any item of the Policy shall not exceed the sum insured hereby.</i></p> <p><i>(5) All conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated therein.</i></p>
<p><i>Architects, Surveyors And Consulting Engineers Clause:</i></p>	<p><i>It is hereby agreed that within the limit of the sum insured on property, this Policy covers Architect's, Surveyor's and Consulting Engineer's Fees necessarily incurred by the Insured in the reinstatement of the property insured following upon its destruction or damage by any peril hereby insured against (but not any fees for the preparation of a claim or estimate of loss) not</i></p>





**TOKIO MARINE  
NICHIDO**

	<i>exceeding the amounts authorized under the Scales or the various Institutions regulating such charges prevailing at the time of the destruction or damage.</i>
<i>Rent Clause</i>	<i>Any insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement bears to the term of Rent insured.</i>