



## **PART A - POLICY WORDINGS**

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



## LOSS OF PROFITS INSURANCE POLICY (LM-7 WORDINGS)

Please read this Policy carefully and see that it meets your requirements

**In consideration** of the Insured paying to Tokio Marine and Nichido Fire Insurance Co., Ltd. (hereinafter called 'the Company') the First Premium

**The Company agrees** (subject to the Conditions contained herein or endorsed or otherwise expressed hereon which Conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium the Business carried on by the Insured at the Premises be interrupted or interfered with in consequence of any of the Contingencies specified in the Schedule hereto (any such Contingency being hereinafter termed Damage) occurring at any time before 4 o'clock in the afternoon of the last day of the Period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy

**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**

- 1) 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 but it shall not be a condition precedent to liability hereunder that no such payment shall have been made or liability admitted solely owing to the operation of a proviso in such insurance excluding liability below a specified amount
- 2) 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 be substituted therefor by memorandum signed by or on behalf of the Company

### MEMORANDUM

It is hereby declared and agreed that none of **the Contingencies** or any others which may be added to the Schedule by Endorsement or otherwise shall, for the purposes of this Policy, be deemed to include destruction or damage directly or indirectly caused by or arising from or in consequence of or contributed to by

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- b) Nuclear weapons material;
- c) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purposes of this clause c), combustion shall include any self-sustaining process of nuclear fission.

CONDITIONS

- 1 *This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.*
- 2 *This Policy shall be avoided if:-*
  - a) *the Business be wound up or carried on by a liquidator or receiver or permanently discontinued*
  - or*
  - b) *the Insured's interest cease 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.*
- 3 *This Policy does not cover loss resulting from any damage*
  - a) *occasioned by or happening through explosion*
  - b) *to any property occasioned by or happening through its own fermentation, natural heating or spontaneous combustion, or by its undergoing any heating or drying process**except as stated in the Schedule to this Policy*
- 4 *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 in writing 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 covering the Damage or any part of it or consequential loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish 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 the Company for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with 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.*
- 5 *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 any 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 8<sup>th</sup> Condition of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.*
- 6 *If at the time of any Damage resulting in a 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 liability of the Company shall be limited to its rateable*

- proportion of such loss.*
- 7 *Any claimant under this Policy shall at the request and 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 under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.*
- 8 *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 disinterested 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 have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of 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 cost of the reference 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 if disputed shall be first obtained.*
- The Company shall not 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 such claim is the subject of pending action or arbitration.*
- 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 will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancelment.*
- 10 *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.*

**Item No.1**

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

- a) **In respect of reduction in Turnover:** the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover,*
- b) **In respect of increase in cost of working:** the additional expenditure (subject to the provisions of*

*Memorandum 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,*

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

*provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to 100% the Annual Turnover, the amount payable shall be proportionately reduced.*

**Item No.2**

*The insurance under Item No.2 is limited to loss in respect of Wages and the amount payable as indemnity thereunder shall be:-*

**a) In respect of reduction in Turnover:**

- i) *during the portion of the Indemnity Period beginning with the occurrence of the Damage and ending not later than 26 weeks thereafter*

*the sum produced by applying the Rate of Wages to the Shortage in Turnover during the said portion of the Indemnity Period*

*less any saving during the said portion of the Indemnity Period through reduction in consequence of the Damage in the amount of Wages paid,*

- ii) *during the remaining portion of the Indemnity Period*

*the sum produced by applying the Rate of Wages to the Shortage in Turnover during the said remaining portion of the Indemnity Period,*

*less any saving during the said remaining portion of the Indemnity Period through reduction in consequence of the Damage in the amount of Wages paid,*

*but not exceeding*

*the sum produced by applying 100 percent of the Rate of Wages to the Shortage in Turnover during the said remaining portion of the Indemnity Period, increased by such amount as is deducted for savings under the terms of Clause i):*

**Note:** *At the option of the Insured the number of weeks referred to in Clause a) i) above may be increased to ....., provided that the amount arrived at under the provisions of Clause a) ii) shall not exceed such amount as is deducted under Clause a) i) for savings effected during the said increased number of weeks.*

**b) In respect of increase in cost of working:**

*so much of the additional expenditure described in Clause b) of Item No.1 as exceeds the amount payable thereunder*

*but not more than the additional amount which would have been payable in respect of Reduction in Turnover under the provisions of clauses a) i) and ii) of this Item had such expenditure not been incurred;*

*Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Wages to 100% the Annual Turnover the amount payable under this Item shall be proportionately reduced.*

**Item No. 3**

*The insurance under Item No. 3 is limited to the reasonable fees payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Insurers under the terms of Condition 4 of this Policy.*

## DEFINITIONS

**Gross Profit**

The amount by which-

- i) the sum of the amount of the Turnover and the amount of the Closing Stock shall exceed
- ii) the sum of the Opening Stock and the amount of the Specified Working Expenses

**Note:** The amounts of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

**Specified Working Expenses**

1. 100% of Purchases (less discounts received).
2. Freight and Handling Charges

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

**Turnover**

The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

**Indemnity Period**

The period beginning with the occurrence of the Damage and ending not later than the indemnity period specified in the Schedule of the Policy during which the results of the Business shall be affected in consequence of the Damage.

**Indemnity Period (Applicable where Insured is not the owner of the Building)**

The period beginning with the occurrence of the Damage and ending not later than the Indemnity period specified in the Schedule of the Policy during which the results of the Business shall be affected in consequence of the Damage but in no case exceeding the length of time as would be required with the exercise of due diligence and dispatch to build, repair or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction.

**Rate of Gross Profit**

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage

**Annual Turnover**

The Turnover during the twelve months immediately before the date of the Damage

**Standard Turnover**

The Turnover during that period in the twelve months Immediately before the date of the Damage which Corresponds with the Indemnity Period



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

**Shortage in Turnover**

The amount by which the Turnover during a period shall, in consequence of the Damage, fall short of the part of the Standard Turnover which relates to that period.

**Memorandum 1**

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 Turnover during the Indemnity Period.

**Memorandum 2**

If any Standing Charges of the Business be not insured by this Policy (having been deducted in arriving at the Gross Profit as defined herein) 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.

**Memorandum 3**

In the event of 100% 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 of premium not exceeding 33.33 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.

**Memorandum 4**

It is agreed and declared that the insurance under the within policy does not cover loss directly due to damage to electrical plant or apparatus caused by its own over-running, excessive pressure, short circuiting or self-heating, whether resulting from lightning or otherwise.

**The Contingencies**

All the contingencies covered under the concurrent Material Damage issued by 'Tokio Marine and Nichido Fire Insurance Co., Ltd.' in the name of the Insured.

## **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



## **PART B – ADDITIONAL ENDORSEMENTS**

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

**General Exclusions**

<b>Business Interruption 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 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               <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> </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 this Section including any condition of Average.</p> <p>The Policyholder shall effect no insurance in respect of any amount specified as a Deductible hereunder.</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</p>

	during the Period of Insurance to property insured by this Policy.
<b>Pollution</b>	<p>This Policy does not cover Damage caused by</p> <p>(a) Pollution to Property Insured other than caused by Pollution which itself results from a Defined peril</p> <p>(b) any Defined peril which itself results from Pollution</p>
<b>Radioactivity:</b>	<p>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</p> <p>1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any Nuclear waste from the combustion of nuclear fuel</p> <p>2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear Assembly or nuclear component thereof</p>
<b>Sonic Bang(s)</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>Terrorism</b>	<p>1 This Policy does not cover</p> <p>(a) Damage to property</p> <p>(b) any business interruption loss</p> <p>(c) any liability</p> <p>(d) any bodily injury of whatsoever nature cost or expense resulting from or arising directly or indirectly from Terrorism.</p> <p>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.</p> <p>3 In respect of Property and Business Interruption covers only:</p> <p>(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</p> <p>(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.</p>



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

<b>Business Interruption Extension Clauses</b>	
<b>Clause</b>	<b>Wordings</b>
<b>ACCUMULATED STOCKS</b>	<i>In adjusting any claim account shall be taken and an equitable allowance made if any reduction in Turnover due to any of the Contingencies is postponed by reason of the Turnover being temporarily maintained from any stocks of finished goods at the Policyholder's Premises.</i>
<b>ALTERNATIVE TRADING</b>	<i>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 Policyholder or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity period.</i>
<b>DENIAL OF ACCESS</b>	<p><i>The Insurance by this Section extends to cover interruption of or interference with the Business in consequence of access to or use of the Premises being hindered or prevented due to the Premises or property in the vicinity of the Premises or any rights of way being</i></p> <p><i>1 thought to contain or actually containing a harmful device provided that the police are immediately informed</i></p> <p><i>2 closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing off is due to</i></p> <p><i>(a) the condition of the Premises owned or occupied by the Policyholder or the Business carried on within</i></p> <p><i>(b) the Policyholder's non compliance with a prior order of the police or any other statutory body</i></p> <p><i>Provided that</i></p> <p><i>(a) the Company shall not be liable for interruption of or interference with the Business</i></p> <p><i>(i) arising from any cause within the control of the Policyholder</i></p> <p><i>(ii) which is the direct result of any repairs or maintenance being carried out to property as a result of inherent defect or wear and tear</i></p> <p><i>(iii) the first three hours of each and every claim</i></p> <p><i>(b) for the purpose of this Endorsement the Maximum indemnity period shall not exceed three months</i></p> <p><i>(c) the Company's liability shall in no case exceed 20% of the Sum Insured by the Item on Gross profit or AED1,000,000 whichever is the less.</i></p>
<b>DEPARTMENTAL CLAUSE</b>	<i>If the Business is conducted in departments the independent trading results of which are ascertainable the Basis of Settlement for Gross profit shall apply separately to each department affected by the Contingencies</i>
<b>FAILURE OF PUBLIC UTI</b>	<i>Its hereby agreed &amp; declared that loss as insured by this policy resulting from interruption of or interference with the business carrying on by the Insured at the premises described within in consequence of failure of electric supply at the terminal ends of the electricity service feeders gas works water works from hic the Insured obtain electric supply, gas/water /ether set premises directly due to damage a ( as within definded) tp property at an electric station or sub station of Public electricity supply undertaking from which the insured obtain electric supply/gas/water shall be deemed to be loss resulting form damage to property used by the Insured at the</i>



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NICHIDO**

	<p><i>premises.</i></p> <p><i>PROVIDED however that the company shall not be liable for any loss accessioned by the deliberate act of Government Municipal or Local Authority or Supply Authority of performed for the sole purpose of safe guarding life or protecting any part of the supply undertaking system or by the</i></p> <p><i>Exercise by any such Authority of its power to withhold, restrict or ratio supply not associated solely by damage to the supply undertaking's generating or supply equipment by an Insured Peril.</i></p> <p><i>For the purpose of labor extension " The Indemnity Period" in respect of each damage or a series of damages consequent on or attributable to one source original cost shall be as follow:</i></p> <p><i>"The period beginning with the occurrence of damage &amp; ending not later than 60 days thereafter during which the result of the business shall be affected in consequence of the damage"</i></p> <p><i>Provided the company shall not be liable for any loss unless the duration of each such failure exceeds 48hours</i></p> <p><i>In any action, suit or other proceeding where the company alleges by the reason of the provision of this condition any loss or damage is not covered by this insurance the burden of proving that this loss or damage is covered is upon the insured.</i></p> <p><i>Indemnity provided under this extension subject otherwise to the terms conditions exclusions of the policy</i></p>
<p><b>PROFESSIONAL ACCOUNTANTS</b></p>	<p><i>Any particulars or details contained in the Policyholder's books of account or other business books or records which may be required by the Company under the General Claims Conditions for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time they are regularly acting as such for the Policyholder and their report shall be prima facie evidence of the particulars and details to which such report relates the Company will pay to the Policyholder the reasonable charges payable by the Policyholder to their Professional accountants for producing such particulars or details</i></p> <p><i>Provided that the sum of the amount payable and the amount otherwise payable under this Section shall in no case exceed the Sum Insured stated in the Specification.</i></p>
<p><b>QUARANTINE / CLOSURE CLAUSE</b></p>	<p><i>The cover under this section extends to include losses arising from interference with the Business because of the cancellation of or in-ability to accept, bookings for accommodation and/or the Insured being unable to offer other services normally provided from their premises as a direct result of:</i></p> <ul style="list-style-type: none"> <li><i>a) the occurrence at the premises of murder or attempt thereat, suicide, contagious and/or infectious disease, food or drink poisoning, vermin, pests, or defective sanitation</i></li> <li><i>b) the outbreak, elsewhere than at the premises of a notifiable contagious and/or infectious disease</i></li> <li><i>c) the pollution by oil, chemical or other substance of any beach, waterway or river within a radius of 25 miles from the premises</i></li> <li><i>d) interruption in supplies for a period in excess of 10 days due to strike or industrial action or lockout of suppliers' employees</i></li> </ul> <p><i>Subject to the Limit and deductible specified in the Policy Schedule</i></p>
<p><b>CUSTOMER'S / SUPPLIER'S EXTENSION</b></p>	<p><i>It is hereby agreed and declared that subject to the condition of this policy, loss as insured hereby resulting from the interruption of or interference with the business, in consequence of damage as defined under the Policy of property at any customer's and/or suppliers premises shall be deemed to be loss resulting from damage to property used by the Insured at the premises</i></p> <p><i>Subject to the Limit and deductible specified in the Policy Schedule.</i></p>



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<b>INTERDEPENDENCY CLAUSE</b>	<p><i>This Section of this Policy extends to include loss as defined in this Section of this Policy sustained by the Insured anywhere in the world resulting from physical loss, destruction or damage caused by any of the contingencies insured against under this policy at the premises of the Insured situated anywhere worldwide.</i></p> <p><i>Provided that, after the application of all the terms, conditions and provisions of this Policy the liability of the Insurers under this Section of this Policy shall not exceed the Sum(s) insured in respect of this Section of this Policy.</i></p>
<b>INNOCENT NON-DISCLOSURE</b>	<p><i>"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."</i></p>
<b>PAYMENT ON ACCOUNT</b>	<p><i>Payments on account may on application by the Policyholder and at the Company's discretion be made to the Policyholder.</i></p>
<b>AUTOMATIC REINSTATEMENT OF SUM INSURED</b>	<p><i>The Sum Insured shall not be reduced by the amount of any payment provided that the Policyholder pays the premium from the date of Damage to the date of expiry of the Period of Insurance and agrees to comply with any risk improvements or other measures the Company may require to mitigate any claim.</i></p>
<b>CLAIMS PREPARATION CLAUSE</b>	<p><i>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.</i></p> <p><i>Subject otherwise to the same terms, conditions and exceptions of the policy.</i></p>
<b>NON-INVALIDATION CLAUSE</b>	<p><i>This insurance shall not be invalidated by any act or omission misdescription of occupancy or by any alteration where the risk of destruction or damage is increased, unknown to or beyond the control of the insured, provided that as soon as the insured becomes aware of the situation, he gives notice to Insurers who may require an additional premium for the increased risk.</i></p>
<b>NO CONTROL CLAUSE</b>	<p><i>This insurance shall not be prejudiced by any act or neglect of the owner of any building if the Assured is not the owner thereof, or by any act or neglect of any occupant (other than the Assured) of any building, when such act or neglect of the owner or occupant is not within the control of the Assured, or by failure of the Assured to comply with any warranty or conditions contained in any form or endorsement attachment to this policy with regard to any portion of the premises over which Assured has no control.</i></p>
<b>ERRORS &amp; OMISSIONS</b>	<p><i>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</i></p>
<b>CANCELLATION CLAUSE</b>	<p><i>Cancellation Condition under this Policy is amended to read as follows:</i></p> <p><i>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.</i></p>



TOKIO MARINE  
NICHIDO

**PRIMARY INSURANCE CLAUSE**

*It is expressly understood and agreed that this Policy provides primary cover for the insured and that in the event of loss, damage or liability covered by this policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the insured the insurer will indemnify the insured as if such other policy or policies of insurance are not in force but the insurer reserves the right of recourse if any against the insurers of such other policy or policies of insurance.*