

CONSEQUENTIAL LOSS POLICY WORDINGS

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 purpose 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 during 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 thereof 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 by or on behalf of the Company.

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 facts, 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 of 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 affected 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 Damages, 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 form 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 or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof of any property contained therein subject to increase risk of Damage or is otherwise material;
- (2) Such fall or displacement is not caused by Damaged, loss resulting from 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 this 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 extent, directly or indirectly proximately or remotely, occasioned by or contributed to by any such fall or displacement and 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 of 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 forests, 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 by its undergoing any heating or drying process.
 - (6) Loss or damage, directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (7) Loss or damage, directly or indirectly caused by arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Conditions 5(7) only, combustion shall include any selfsustaining process of nuclear fission.
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 contribute to by any of the following occurrences, or which, either in origin or extent, directly or indirectly, proximately or remotely, arises out of or in connection with any of such occurrences namely:-
 - (a) Earthquake, volcanic eruption or other convulsion of nature.
 - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
 - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

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 contribute to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss which is 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 the such loss is covered shall be upon the insured.

CONDITIONS (continued)

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 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.
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 the effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancelment.
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 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 investigation 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 willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 14th 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.
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 ratable 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 indemnification 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 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 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 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 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.
15. In no case whatever 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 and 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.

CLAUSES AND ENDORSEMENTS

THE FOLLOWING CLAUSES AND ENDORSEMENTS ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE.

EXTRANEOUS PERILS ENDORSEMENT (CONSEQUENTIAL LOSS)

It is hereby declared and agreed that notwithstanding anything in the within written Policy to the contrary the word Damage is extended to include destruction or damage (by Fire or otherwise) caused by:-

- (1) Aircraft and other aerial devices or articles dropped therefrom.
- (2) Explosion and Collapse of Boilers and Air Compressor including their Main Pipes and Accessory Fittings, Economisers or other vessels, Machinery and Apparatus in which pressure is used or their contents resulting from their explosion or collapse.
- (3) Bursting or Overflowing of Water Tanks, Apparatus or Pipes.
- (4) Earthquake and volcanic eruption, hurricane, cyclone, typhoon, windstorm and Flood (including overflow of the sea) caused by any of the aforementioned perils.
- (5) Impact by any road vehicles, horses or cattle not belonging to or under the control of the Insured or any person in and upon the Insured's service.
- (6) Riot and Strike caused by the act of any person together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Special Condition 3(a) and 3(b) hereinafter contained or the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out and damage caused by the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in preventing or attempting to prevent any willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out or in the minimising of any such act.
- (7) Malicious Damage directly caused by the malicious act of any person (whether or not such act is committed in connection with an occurrence mentioned in Special Conditions 3(a) and 3(b) hereinafter contained).

PROVIDED ALWAYS that the insurance under this endorsement shall be subject to the following Special Conditions of the Policy (except insofar as they may be 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 endorsement and the Policy exceed the Sum Insured by this Policy.
2. This insurance does not cover:-
 - (a) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
 - (b) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
 - (c) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion, combustion shall include any self-sustaining process of nuclear fission.
 - (e) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
3. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly caused by:
 - (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 rising, insurrection, rebellion, revolution, military or usurped power.
 - (c) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.
4. In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of Condition 3(a) and 3(b) any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Subject otherwise to the Terms and Conditions of this Policy.

PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the :-
 - (i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (ii) EFFECTIVE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then :-
 - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
 - (b) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60 day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.