



ក្រុមហ៊ុនធានារ៉ាប់រង កម្ពុជានិយម

CAMPU LONPAC INSURANCE 柬埔寨大众伦平保险

WE COVER YOU
IN CAMBODIA

SMART HOME INSURANCE POLICY

If you would like to lodge a complaint, kindly refer to our Complaints Unit:

Correspondence : **CAMPU LONPAC INSURANCE PLC.**
Address : 7th Floor, Campu Bank Building
No. 23, Street 114,
Sangkat Phsar Thmey II
Khan Daun Penh, Phnom Penh,
Royal Kingdom of Cambodia.
P.O. Box 1556
Telephone Number : + 855 23 966 966 / 998 200 / 986 279
Fax Number : + 855 23 986 308 / 273
E-mail : complaint@campulonpac.com.kh
Website : www.campulonpac.com.kh

IN THE EVENT OF ACCIDENT

24 Hours Claims Hotline

+ 855 16 810 999 / 820 999

+ 855 17 799 902 / 799 903

E-mail : claims@campulonpac.com.kh

Notice:

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Khmer provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

It is particularly requested that this Policy be carefully read and at once returned to the Company should any correction be necessary.

SMART HOME INSURANCE POLICY

WHEREAS the Insured by a proposal and declaration with shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and in consideration of the payment by the Insured to the Company of the First Premium.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy):

THE COMPANY will by payment or at its option by reinstatement or repair INDEMNIFY the Insured against loss or damage to the property insured caused by any of the undermentioned Perils: -

PERILS

1. FIRE, LIGHTNING, THUNDERBOLT, SUBTERRANEAN FIRE.
2. EXPLOSION.
3. AIRCRAFT and other aerial devices and/or articles dropped therefrom.
4. IMPACT with any of the buildings by any road vehicles or animals not belonging to or under the control of the Insured or any member of his family.
5. BURSTING OR OVERFLOWING OF DOMESTIC WATER, TANKS, APPARATUS OR PIPES excluding destruction or damage occurring while the Private Dwelling House is left untenanted.
6. HURRICANE, CYCLONE, TYPHOON, WINDSTORM.
7. EARTHQUAKE, VOLCANIC ERUPTION.

EXCESS CLAUSE

As regards loss or damage to the Buildings of the Private Dwelling House and/or Contents directly caused by any Perils to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds the amount stated in the Schedule. This Clause shall separately apply to:

- (i) each building, for which purposes all insured buildings at the same premises specified in the schedule address will be regarded as one building.
- (ii) each incident giving rise to such loss or damage and for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the Peril concerned and only thereafter shall the Clause apply afresh.

SECTION I – BUILDINGS

The Company will indemnify the Insured against loss or damage caused by any of the abovementioned Perils to the Buildings of the Private Dwelling House which expression shall include all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises including fixtures and fittings therein and the walls, gates and fences around and pertaining thereto.

In the case of Policies issued to cover the buildings of blocks of flats the reference in this Policy to 'Private Dwelling House' shall be deemed to mean the Private Flat or Apartment.

SECTION II – CONTENTS

(A) Loss or Damage to Contents

The Company will indemnify the Insured against loss or damage caused by any of the abovementioned Perils to the Contents which expression shall include household goods and personal effects of every description (except as aftermentioned) being the property of the Insured or any member of his family normally residing with him whilst contained in the Private Dwelling which expression shall include the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises specified in the Schedule.

Provided that:

- (a) No part of the structure or ceiling, wallpapers or the like is covered under this Section.
- (b) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment and the like excepted) shall be deemed of greater value than five (5) percent of the Total Sum Insured on Contents unless such article is specially declared as a separate item.
- (c) The total value of platinum, gold and silver articles, jewellery and furs shall be deemed not to exceed one-third of the Total Sum Insured on Contents.
- (d) This Section does not cover property more specifically insured, or, unless specially mentioned, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts, medals and coins, motor vehicles and accessories or livestock.

(B) Theft by forcible and violent breaking into or out of the Building – (applicable if Theft cover is insured)

The Company will indemnify the Insured against loss or damage caused by theft but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat.

PROVIDED that in the event of the Private Dwelling being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one Period of Insurance the insurance against this Peril shall, unless otherwise agreed by endorsement hereon, be entirely suspended in respect of any period or periods during which the Private Dwelling may be unoccupied in excess of the aforesaid ninety (90) days.

This section does not cover loss of or damage to contents due to theft by the Insured domestic servants or any member of the Insured's family or household.

(C) Servants' Property (Limit : USD250.00 per servant) - (applicable if Section II (B) is insured)

The Company will grant indemnity through the Insured for loss or damage caused by any of the Perils to clothing and personal effects (other than cash, currency notes, bank notes and stamps) of the Insured's domestic servants, if and so far as such property is not otherwise insured, whilst in the Private Dwelling within the Geographical area in which such servants are residing with the Insured or any member of his family normally residing with him.

(D) Damage to Mirrors - (applicable if Section II(B) is insured)

The Company will indemnify the Insured against loss or damage to mirrors, other than hand mirrors, by breakage thereof whilst in the Private Dwelling. The liability of the Company under this extensions is limited to USD150.00 per piece any one incident.

(E) Compensation for Death of the Insured - (applicable if Section II(B) is insured)

In the event of fatal injury to the Insured occurring in the Private Dwelling House occasioned by outward and visible violence caused by thieves or by Fire, the Company will pay the sum specified in the Schedule or one half of the Total Sum Insured on Contents whichever should be the less provided death ensues within three (3) calendar months of such injury.

It hereby declared and agreed that if there is more than one (1) Insured named under the Policy, each of the within-named Insured shall for the purposes of this Insurance, be deemed to be insured against fatal injury as herein provided and the Company shall be liable only for a pro-rate proportion of the compensation which otherwise would be payable.

It is also declared and agreed that if the policy is issued to a corporate insured, all benefits under this Section shall be deleted unless the Insured so nominate a person or persons by endorsement hereon.

Provided always the liability of the Company under this Section during any one Period of Insurance is limited to the sum specified in the Schedule or one-half of the Total Sum Insured on Contents as aforementioned.

SECTION III –OTHER CONTINGENCIES

(A) Liability to the Public

The Company will indemnify the Insured against all sums for which the Insured may be held legally liable:

(a) Applicable when Section I - Buildings is covered

As owner of the Private Dwelling House in respect of accidents caused by a defect in the Buildings of the Private Dwelling House or in the Landlord's fixtures and fittings or in the walls, gates, fences and trees around and pertaining thereto.

(b) Applicable when Section II - Contents is covered

As a private householder occupying the Private Dwelling House in respect of accidents in or about the Private Dwelling House.

Occurring during the Period of Insurance and resulting in:

1. Bodily injury to any person not being a member of the Insured's family or household nor at the time of sustaining such injury engaged in the Insured's service.
2. Damage to property not belonging to or in the charge of or under the control of the Insured or of a member of his family or household or of a person in his service.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum specified in the Schedule.

The Company will, in addition, indemnify the Insured in respect of:

- (a) Legal costs and expenses recoverable from the Insured by any claimant provided such cost and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided;
- (b) Legal costs and expenses incurred by the Insured with the consent of the Company.

Provided also that the Company shall not in any case be liable hereunder in respect of:

- (i) Injury or damage arising out of or incidental to:
 - (a) the Insured's profession or business, or

- (b) the ownership, possession or use by or on behalf of the Insured of any lift, vehicle, vessel or craft of any kind.
 - (c) the carrying out of alterations, additions, repairs or decorations to the insured premises.
- (ii) Liability arising out of any contract of indemnity which imposes upon the insured liability which the insured would not otherwise have been under.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy so far as they can apply.

This Section shall not apply to any part of the Private Dwelling House used in connection with the profession of the Insured whilst that part of the Private Dwelling House is being so used.

For the purposes of this Section the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

(B) Rent Insurance - (applicable if Section II (B) is insured)

The Company will indemnify the Insured for the undermentioned loss actually incurred by the Insured in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and subject to an amount not exceeding in the aggregate ten (10) per cent or up to the limit as endorsed hereon of the Total Sum Insured on Buildings and/or Contents:

- a) as the Owner but not Occupier of the premises, the loss of rent; and/or
- b) as the Occupier of the premises, reasonable additional expense necessarily incurred by him at a hotel, lodging house or boarding house.

The total amount recoverable under this section shall be in addition to the Total Sum Insured on Buildings and/or Contents, whichever section applicable.

WARRANTIES

1. RESTRICTION OF MERCHANDISE WARRANTY

Warranted that during the currency of this policy, no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

2. PREMIUM WARRANTY

It is fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by the Company within thirty (30) days from the inception date of this Policy / Endorsement / Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this Policy.

GENERAL EXCEPTIONS

This Policy does not cover:

1. Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:-
 - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - (b) Mutiny, riot, military or popular 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.
 - (c) any act of terrorism
 For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

As regards Section I, II (A), II (B), II (C), II (D) and III (B) hereof:-

Any loss, damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss damage or a contingency which is not covered by this insurance, except to the extent that the Insured shall prove that such loss, damage or other contingency 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 provision of this General Exception any loss, damage or other contingency is not covered by this insurance, the burden of proving that such loss, damage or other contingency is covered shall be upon the Insured.

2. (i) (a) Loss or damage occasioned by cessation of work; or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- (b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (ii) Loss, damage or other contingency 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 Exception 2(ii), combustion shall include any self-sustaining process of nuclear fission.
3. Consequential loss or damage of any kind whatsoever except as provided for in Section III (B) hereof.
4. As regards buildings only:-
 - (a) Loss or damage by hurricane, cyclone, typhoon or windstorm to any building in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against such Perils or to metal smoke stacks, awnings blinds, signs and other outdoor fixtures or fittings including gates and fences.
 - (b) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption.

GENERAL CONDITIONS

1. This policy and the Schedule shall be read together as one contract and any other word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
2. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further, the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement hereon declare the insurance to be continued.
3. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.
4. The accommodation of paying guests, boarders or lodgers not exceeding three (3) in number is permitted without prejudice to the cover granted herein and for the purposes of Section III (A) of this Policy such paying guests, boarders and lodgers shall be deemed to be members of the Insured's household.
5. The Total Sum Insured declared by the Insured represents not less than the full value of the insured Buildings and/or Contents and the total liability of the Company in respect of loss or damage thereto by all or any of the Perils during any one Period of Insurance shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Insured specified in the Schedule, or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.
6. If the property hereby insured shall, at the time of any loss, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.
7. If at the time of any loss, damage or liability covered by this Policy there shall be any other insurance covering such loss, damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
8. The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy in respect of the property so insured shall be forfeited.
9. (a) The Insured shall on the happening of any loss or damage to the property insured give immediate notice thereof in writing to the Company and shall at his own expense within thirty days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police.
- (b) If the Company shall elect to reinstate any building the Insured shall furnish to the Company all such plans, specifications and quantities as the Company may reasonably require.
- (c) The Insured shall on receiving notice of any accident or claim arising under Section III (A) give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
- (d) The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
10. The Company shall be entitled: -
 - (a) On the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.

- (b) To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
11. If any claim under this Policy shall 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 all benefits thereunder shall be forfeited.
12. This Insurance may be terminated at the request of the Insured by giving ten (10) days' notice in writing, in which case the Company will return to the Insured 90% of the proportionate part of the premium corresponding to the unexpired period of insurance from the date of cancellation provided that no claims have been made during the current policy year. This Insurance may also be terminated at the option of the Company by sending ten (10) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.
13. If any difference arises as to the amount of any loss or damage 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 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 or damage if disputed shall be first obtained.
14. The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Insured is the owner of the Private Dwelling house, if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either, from the Company or any person or public body.
15. In the event of a loss, the insurance hereunder shall be maintained in force for the full sum Insured and the insured shall be liable to pay an additional premium at the rate stated on the policy calculated on the amount of loss on pro rate basis from the date of such loss to the expiry of the current period of insurance.
16. In the event of a loss to the property insured (other than stock and building item) herein, the Company shall pay the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the policy. For the purpose of this condition, the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The Market Value of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster or Registered Valuer and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster or Registered Valuer shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

17 DATE RECOGNITION CLAUSE (WITH SAVING CLAUSE)

It is noted and agreed this policy is hereby amended as follows:

- (A) The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
1. correctly recognize any date as its the calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any date or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 3. capture, save, retain or correctly process any 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, retain or correctly process such data on or after any date.
- (B) It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- (C) It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction, or inadequacy described in A, above.

- (D) It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

This endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from an insured peril as defined in the policy.

Subject otherwise to the terms and conditions of the policy.

18 IT CLARIFICATION CLAUSE

Property damage covered under this insurance shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this insurance:

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of Insured physical damage to the substance of property shall be covered.
- (B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

19 RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

20 ASBESTOS EXCLUSION

The 'Liability to the Public' section of this policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:-

1. asbestos, or
2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

21 UNVALUED POLICY

This is an unvalued policy. The onus is on the Insured to prove the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage.

22 FOUNDATION EXCLUSION CLAUSE

The Insurance on Building(s) excludes that part of any building below the under surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

23 PAIRS AND SETS CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in this Policy to the contrary, where any insured item consists of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

Subject otherwise to the terms and conditions of the Policy.

WARRANTIES/ ENDORSEMENTS/ CLAUSES WHERE APPLICABLE AS STATED IN THE POLICY SCHEDULE

1. MORTGAGEE (CHARGE) CLAUSE

Loss, if any, payable to the Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagor (Chargor) only therein shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same.

Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted

thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or funds available.

Non-Cancellation Clause

And it is further agreed that cancellation of this Policy shall not be effected by the insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

Note: When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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