

RIOT AND STRIKE ENDORSEMENT

ENDORSEMENT No EXTENDING THE INSURANCE under Policy No
of the
in the name of

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained).

Loss of or damage to the property insured directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in Condition-II of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

SPECIAL CONDITIONS APPLICABLE TO THIS EXTENSION

- I (i) This insurance does not cover:-
- (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 - (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
 - (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
 - (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
 - (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- (ii) This insurance does not cover 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. For the purposes of this Condition I (ii)-only combustion shall include any self-sustaining process of nuclear fission.

- II This insurance does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of, or in connection with any of the under mentioned occurrences regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense.

- (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, 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 the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, or an act harmful to human life, tangible or intangible property or infrastructure, 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.

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This condition also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above stated occurrences.

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

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition 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.

III Unless otherwise expressly stated in the Policy this insurance does not cover:-

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding Pak Rs. 10,000/-
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer systems records.
- (f) Explosives.

IV This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time and said insurance has been in force.

V If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the amount of the loss accordingly. Every if more than one, of the Policy shall be separately subject to this condition.

PROVIDED that it is hereby further expressly agreed and declared that -

- (1) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference of fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
- (2) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.