

RIOT FIRE 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 Fire 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 by Fire 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 lock-out 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.

SPECIAL CONDITIONS APPLICABLE TO THIS EXTENSION

I

(i) This insurance does not cover:-

- (a) Loss or damage occasioned by or through or in consequence of explosion.
- (b) Loss by theft during or after the occurrence of a fire.
- (c) Loss of earnings, loss by delay, loss or market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (d) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(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 1 (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.

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.

P.T.O.

- 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 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 the said insurance has been in force.

- V On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
- (a) a claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items of property in respect of which the claim is made and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
 - (b) Particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company 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.

In any action, suit or other proceeding, the burden of proving that no part of the loss or damage in respect of which the claim is made was caused otherwise than by fire shall be upon the Insured.

- 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 to 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.