



Consolidated Hallmark Insurance Plc

IMPORTANT

It is important that the Insured reads the Policy terms, Provisions and Conditions and return the same for rectification within ten days. This Policy is not transferable from the Insured to any other person unless the Company's written consent has been obtained.

This Policy is issued subject to the statutory provisions on premium payment (No advance payment of Premium No validity of Cover)

In the event of any loss or damage notice should be given **IMMEDIATELY** to:

**CONSOLIDATED HALLMARK INSURANCE PLC CORPORATE
HEAD OFFICE: 266, IKORODU ROAD, OBANIKORO,
LAGOS.**

E-mail: info@chipc.com

Website: www.chipc.com

**Customer Service Hotline: 0700CHINSURANCE
(070024467872623)**

followed by such further steps as are required by the Conditions of this Policy.



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FIRE AND SPECIAL PERILS INSURANCE POLICY

THE INSURER AGREES [subject to the conditions contained herein or endorsed or otherwise expressed here on which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder] that if after payment of the first premium, the property insured described in the schedule or any part of such property be lost, destroyed or damaged by any of THE PERILS specified in the policy at any time during the period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the Insurer(s) shall have accepted the premium required for the renewal of this policy, the Insurer will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at its option will reinstate or replace such property or any part thereof.

PROVIDED THAT the liability of the Insurer shall in no case exceed:

- [i] in the whole the total sum insured or in respect of any item, its sum insured at the time of the loss, destruction or damage.
- [ii] the sum insured remaining after payment for any other loss, destruction or damage occurring during the same period of insurance unless the Insurer shall have agreed to reinstate any such sum insured.

DEFINITION

The word "DAMAGE", in capital letters, shall mean loss or destruction of or damage to the Property insured.

THE PERILS covered by this policy are:

A. FIRE [Whether resulting from explosion or otherwise] excluding

~~[a] earthquake, volcanic eruption or other convulsion of nature~~

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[b] **DAMAGE** occasioned by

[i] its own spontaneous fermentation or heating, or

[ii] its undergoing any process involving the application of heat;

[c] any DAMAGE occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of land by fire.

LIGHTNING

EXPLOSION

[a] of boilers

[b] of gas

used for domestic purposes only but excluding **DAMAGE** caused by earthquake, volcanic eruption or other convulsion of nature.

B EXPLOSION

Excluding DAMAGE

(a) to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or to their contents resulting from their explosion.

(b) occasioned by or through or in consequence, directly or indirectly, of acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this exclusion “terrorism” means the use of violence for political or religious ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

C AIRCRAFT and other aerial devices and/or articles dropped therefrom.

**D RIOT, STRIKE & LOCK-OUT (EXCLUDING RELIGIOUS
COMMUNAL DISTURBANCE)**

AND

This policy covers damage directly caused by:

(a) the act of any person taking part together with others in any disturbance of



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the public peace (whether in connection with a strike or lock-out or not.)

- (b) the act of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbances
- (c) the willful act of any strike or locked-out worker done in furtherance of a strike or in resistance to a lockout
- (d) the act of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any act.

1. Notwithstanding the aforementioned, the policy shall not be deemed by virtue of this extension to include the following:

- i acts of terrorism committed by any person or persons acting on behalf of or in connection with any organization.
- ii Civil Commotion
- iii The malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the willful act of any rioter or locked-out worker in furtherance of a riot or strike in resistance to a locked-out.
- iv Communal and/or religious disturbances.

For the purpose of this exclusion:

- (a) Communal disturbance shall mean any act of public disorder directed at, or in retaliation against any ethnic or tribal group committed by any organization. For the purpose of this definition, communal disturbance shall include intra-ethnic/tribal conflicts.



(b) religious disturbance shall mean any act committed by any religious group or groups in pursuance of certain belief or faith resulting in any loss, damage to or destruction of the property insured.

Subject otherwise to the terms, exceptions and conditions of this policy.

2. Furthermore, the Company shall not be liable in respect of:

- (i) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever;
- (ii) Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (iii) Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (iv) Damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building; provided nevertheless that the Company is not relieved under item 2(iii) or 2(iv) above of any liability to the Insured in respect of physical damage to the property Insured occurring before dispossession or during temporary dispossession.

E. MALICIOUS DAMAGE: Damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) other than DAMAGE arising out of theft or any attempt threat.

The Company is not liable for the first N10, 000.00 (Industrial) or N5, 000.00 (office/Residential) of any claim. The deductible applies to each and every loss at each separate location after the application of the Average Condition (if Under-insurance is established).



The cover provided under this peril is subject to the cover under Riot, Strike and Lockout being in force and to the application of the exclusions under that peril other than 1 (c).

F. EARTHQUAKE OR VOLCANIC ERUPTION, including flood or overflow of the sea occasioned thereby.

Deductible: The Company is not liable for the first ₦500, 000.00 (Industrial) or ₦50,000.00 (Office/Residential) of any claim in respect of loss or damage caused otherwise than by fire. The Deductible applies to each and every loss at each separate location as ascertained after the application of the average condition (if under- insurance is established)

G. STORM, TEMPEST, FLOOD & TORNADO

excluding DAMAGE

- [i] caused by
 - [a] the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam or any water tanks, apparatus and pipes.
 - [b] inundation from the sea whether resulting from storm or otherwise.
- [ii] caused by frost, subsidence or landslip
- [iii] to awning, blinds, signs or other outdoor fixtures and fittings, gates and fence and moveable property in the open
- [iv] to buildings in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against storm or tempest or flood or tornado



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[v] by water or rain except rain or water entering the building through openings made in its fabric by the direct force of the storm or tempest or flood or tornado

[v] resulting from the escape of water from any tank, apparatus or pipe.

Deductible: The Company is not liable for the first ₦10, 000.00 (Industrial) or ₦5,000.00 (Office/Residential) of any claim. The deductible applies in respect of each and every loss at each separate location as ascertained after the application of the average condition (if under- insurance is established)

H ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPES excluding

[i] DAMAGE by water discharged or leaking from an installation of automatic sprinklers

[ii] DAMAGE in respect of any building which is empty or not in use

Deductible: The Company is not liable for the first ₦10,000.00 (Industrial) or ₦5,000.00 (Office/Residential) of any claim. The deductible applies to each and every loss at each separate location after the application of the average condition (if under- insurance is established).

I. IMPACT BY ANY ROAD VEHICLE OR ANIMAL

The insurance under this policy extends to include any loss arising from damage by any road vehicle or animal whether or not belonging to or under the control of the insured or any occupier of the premises or their respective employees.

Deductible: The Company is not liable for ₦5,000.00 (Industrial) ₦2,500.00 (Office/Residential) in respect of each and every loss arising from DAMAGE by any road vehicle or animal whether or not belonging to or under control of the Insured or any occupier of the premises or their respective employees, as ascertained after the application of the Average Condition (if under- insurance is established).



J. BUSH FIRE EXTENSION

It is hereby agreed and declared that loss or DAMAGE to the property insured hereby occasioned by or through or in consequence of the forests, bush, prairie, pampas or jingle and the clearing of lands by fire (except such clearing by or on behalf of the Insured) shall be deemed to be loss or DAMAGE within the meaning of the Policy and the exclusions under the Fire perils of this Policy shall to this extent be modified.

It is warranted that all such undergrowth shall, during the currency of this insurance be cut back and kept clear to a distance of at least 10metres from any building or range of buildings hereby insured.

GENERAL EXCLUSIONS TO THE POLICY

This policy does not cover-

1. DAMAGE

- [a] Occasioned by
 - [i] riot, civil commotion, strikers or locked out workers unless Perils of Riot, Strike and Lockout are specified in the Schedule and then only to the extent stated.
 - [ii] war, invasion, act of foreign enemy, hostilities or warlike operations [whether war be declared or not], civil war.
 - [iii] mutiny, military or popular uprising, 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.
 - [iv] damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,



- [v] damage occasioned by permanent or temporary dispossession of any building or premises resulting from the unlawful occupation by any person of such building or premises;
- [b] to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - [i] any nuclear weapons material
 - [ii] ionizing 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.
- [c] to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity from whatever cause [lightning included].

PROVIDED that this exclusion shall only apply to the particular machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

- [d] caused by pollution or contamination except [unless otherwise excluded] DAMAGE to the Property Insured caused by
 - [i] sudden pollution or contamination which itself results from a Peril hereby insured against
 - [ii] any Peril hereby insured against which itself results from sudden pollution or contamination.

2.



- [a] Goods held in trust or on commission, bullion or unset precious stone, money [coined or paper], cheques, securities, stamps, documents, manuscripts, business books, computer system records, patterns, models, moulds, plans, drawings or designs, explosives, unless specially mentioned as insured by this policy;
- [b] DAMAGE to property which, at the time of the happening of such DAMAGE, is insured by, or would, but for the existence of this Policy, be insured by any Marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the Marine policy or policies had this insurance not been effected.

3 Consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under the policy.

GENERAL PROVISION

Contracting Purchaser's Interest:- If at the time of DAMAGE the Insured shall have contracted to sell the interest in any building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase [if and so far as the property is not **otherwise insured** against such DAMAGE by the purchaser or on behalf of the purchaser] shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Insured or the Insurer until the completion of the Contract.

GENERAL CONDITIONS

1. Identification

This Policy and the Schedule [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.



2. **Policy Voidable**

This Policy shall be voidable by the Insurer in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured to the extent provided for by the Insurance Act 2003.

3. **Alterations and Removals**

Under any of the following circumstances the insurance ceases to attach as regards the Property affected unless the Insured, before the occurrence of any DAMAGE, has obtained the sanction of the Insurer signified by endorsement upon the policy:

- [a] If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the property insured be changed in such a way as to increase the risk of DAMAGE by any of the perils insured;
- b] If any of the buildings insured or containing the property insured becomes unoccupied and so remain for a period of more than 30 consecutive days;
- [c] If the Property Insured is removed to any building or place other than that in which it is herein stated to be insured;
- [d] If the interest in the property insured passes from the Insured otherwise than by will or operation of law.

4. **Cancellation**

This Policy may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This Policy may also be terminated at any time at the option of the Insurer], due notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a



rateable proportion of the premium for the unexpired term from the date of the cancellation.

5. Warranties

Every warranty to which the Property Insured or any item thereof, is or may be made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and noncompliance with any such warranty shall be a bar to any claim in respect of such property or item, provided that whenever this Policy is renewed a claim in respect of DAMAGE occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

6. Reasonable Precautions

The Insured shall maintain the Property Insured in a proper state of repair and take all reasonable precautions to prevent DAMAGE thereto.

CLAIMS CONDITIONS

1. Action by the Insured:

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge, the Insured shall

- [a] immediately
 - [i] take steps to minimise the loss or damage and recover any missing property,
 - [ii] give notice in writing to the Insurer and



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- [iii] give notice to the police in the event of deliberate or malicious damage
- [b] Within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
 - [i] a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage
 - [ii] particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer 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 loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

2. **Forfeiture:**

- [a] All benefits under the Policy shall be forfeited if any claim made 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 benefit under this Policy or if any DAMAGE is caused by the willful act or with the connivance of the Insured.
- [b] Benefits under the Policy shall also be forfeited in respect of any claim
 - [i] made and rejected if an action or suit be not commenced within twelve months after such rejection, or



- [ii] where arbitration takes place in pursuance of Claims Condition 8 of this Policy and an action or suit be not commenced within twelve months after the Arbitrators or Umpire shall have made their award.

3. Reinstatement:

The Insurer may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Insurer or Insurers in so doing, but the Insurer shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Insurer be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.

If the Insurer so elects to repair or replace any property, the Insured shall at his own expense, furnish the Insurer with such plans, specifications, measurements, quantities and such other particulars as the Insurer may require, and no acts done or caused to be done by the Insurer with a view to repair or replace shall be deemed an election by the Insurer to repair or replace.

If in any case the Insurer shall be unable to repair the property insured because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Insurer shall, in every such case, only be liable to pay such sums as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

4. Rights of the Insurer following a claim

On the happening of DAMAGE in respect of which a claim is made the Insurer and any person authorised by the Insurer may without hereby incurring any liability or diminishing any of the Insurer rights under this Policy



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- [a] enter, take or keep possession of the premises where such DAMAGE has occurred
- [b] take possession of or require to be delivered to the Insurer any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner.

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

5. **Average [Under-insurance]**

If the property Insured, at the time of any DAMAGE, be collectively of greater value than the sum insured thereon, the Insured shall bear a share of the loss corresponding directly to the proportion of under-insurance. Every item, if more than one of the policy shall be separately subject to this Condition.

6. **Contribution**

If at the time of any DAMAGE there be any other insurance effected by or on behalf of the Insured covering any of the property lost, destroyed or damaged, the liability of the Insurer hereunder shall be limited to its rateable proportion of such DAMAGE.

If any such other insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the destruction or damage, the liability of the Insurer hereunder shall be limited to such proportion of the destruction or damage as the sum hereby insured bears to the value of the property.

7. **Subrogation**

Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing or permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or



subrogated upon its paying or making good any destruction or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurer.

8. Arbitration

If any difference shall arise as to the amount to be paid (liability otherwise admitted) under this Policy, such difference shall 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 costs of the reference and of the award shall be at 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.

MEMORANDA ATTACHING TO AND FORMING PART OF FIRE & SPECIAL PERILS INSURANCE POLICY.

MEMO 1: FIRE EXTINGUISHER WARRANTY

It is warranted that fire extinguishers shall be installed and notice of such purchase and erection shall be given to the Insurer. Installed extinguishers shall be maintained in good and efficient working conditions and same shall be serviced by the manufacturers or their agents at least every six months.

MEMO 2: ELECTRICAL CLAUSE



The Insurers are expressly declared to be free from liability for loss, or damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating, or leakage of electricity from whatever cause (lightening included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus or proportion of electrical installation so effected, and not to other machines, apparatus or electrical installation destroyed or damaged by Fire set up by such particular machine, apparatus or other electrical installation.

MEMO 3: HAZARDOUS GOODS WARRANTY

It is warranted that during the currency of this Policy and a condition precedent to any liability of the Insurers that no hazardous goods and petrol and its liquid products be stored in the said building except as contained in the reservoir or tanks of Motor Vehicles therein, the vehicle reservoir/tank must not be opened or filled.

This warranty prevents the Insured from leaving petrol, which is highly hazardous liquid carelessly in the open, and from any source of ignition.

MEMO 4: FIRE BRIGADE CLAUSE

It is hereby declared that: -

- (1) Following an outbreak of fire at or adjacent to the premises at which the property insured is situated, the insurers will reimburse the insured with costs reasonably incurred in preventing, controlling or extinguishing such fire affecting (or threatening to affect the property insured in circumstances which have or could have) given rise to a valid claim under the policy.
- (2) If any municipality or local authority is duly empowered to charge the insured, by virtue of their ownership or occupation of the property with the cost to fire brigade services rendered in extinguishing a fire or with the cost of water used in such extinguishments the charges so raised will be reimbursed to the insured by the insurers provided that the total



amount recoverable under any item of this policy does not exceed the sum insured thereby.

MEMO 5: POLITICAL RISKS EXCLUSION CLAUSE:

This policy does not cover any loss or damage occasioned directly or indirectly by; or through, or in consequence of any of the following occurrences; namely:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not, civil war)
2. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of government de jure or de facto or by any public authority.
3. Mutiny, civil commotion, 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.
4. Any riot, strike or public disorder or any act or activity, which is calculated or directed to bring about public disorder unless riots and strike extension is endorsed on the policy and then only to the extent stated.
5. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or
6. economic change or in protest against any state or government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.
7. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in items 4 and 5 above.



8. Plundering, looting, war, pillage in connection with riots and /or civil commotion. For the purpose of items 4,5 and 6, any loss or damage occasioned directly by a labour disturbance, lock-out or strike shall not be excluded.

MEMO 6: WORKMEN'S CLAUSE:

Workmen are allowed on said premises to carry out repairs or alterations without prejudice to this insurance.

MEMO 7: COOKING WARRANTY

Warranted that cooking is only allowed in that portion of the premises set apart for such purpose.

MEMO 8: NO PREMIUM NO COVER

The receipt of Insurance premium shall be a condition precedent to a valid contract of Insurance and there shall be no cover in respect of an Insurance risk unless premium is paid in advance subject to the provisions of Section 50 (1) of Insurance Act 2003.

MEMO 9: TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy, any endorsement thereto, this policy does not cover any Loss, Damage or expenses of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of Terrorism, regardless of any other cause contributing concurrently or in any other sequence to the Loss, Damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the



burden of proving that such loss, damage or expense is covered shall be upon the insured.

MEMO 10: REMOVAL OF DEBRIS.

It is understood that the insurance by this policy extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurers in -

- (a) removing debris from
- (b) dismantling and/or demolishing of
- (c) shoring up or propping of

the portion or portions of the property Insured by this Policy destroyed or damaged by an insured peril.

The amount recoverable under this clause shall not exceed: -

5% of the sum insured in respect of Buildings/Other Contents

The Company will not pay for any costs or expenses

- (i) incurred in removing debris except from site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this Policy. The liability of the Insurers under shall in no case exceed the sum insured thereby.

MEMO 11: ARCHITECTS AND SURVEYORS' FEES CLAUSE



The sum insured on the building described in this Policy is declared to include Architects and Surveyors fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the said building following destruction or damage by any peril hereby insured against excepting in so far as the Insurers elect to reinstate or replace wholly or in part any property so damaged or destroyed but in no case exceeding 10% payable under any item of this policy on such building. It is understood and agreed that the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

MEMO 12: TRUST CLAUSE

The insurance by this policy extends to include property held by the insured in trust or on commission for which they are responsible.

MEMO 13: SURVEY AND INSPECTION WARRANTY

It is warranted that the Insured shall on request allow any authorized representative of the Company to carry out necessary survey/inspection of the property or any other pre-loss investigation for the purpose of sighting and advising on risk management measures.

The due observance and implementation of the risk improvement measures shall be a condition precedent to the liability of the Company.

Subject otherwise to the terms, exceptions and conditions of the policy.

MEMO 14: PUBLIC AUTHORITIES REINSTATEMENT CLAUSE

The insurance on buildings by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with Buildings or other Regulations under or framed in pursuance of any Law, Statute or with Bye-laws of any Municipal or Local Authority provided that -

- (1) The amount recoverable under this Extension shall not include: -



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- (a) The cost incurred by complying with any of the afore-said Regulations or Bye-Laws
 - (i) in respect of destruction or damage occurring prior to the granting of this extension;
 - (ii) in respect of destruction or damage not insured by the policy
 - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage;
 - (iv) in respect of undamaged property or undamaged portions of property;
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen,
 - (c) the amount of any rate, tax, duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owners thereof by reason of compliance with any of aforesaid Regulations or Bye-Laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased.
- (3) If the liability of the Insurers under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and



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conditions of the Policy then the liability of the Insurers under this Extension (in respect of any such item) shall be reduced in like proportion.

- (4) The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.
- (5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated therein.



ENDORSEMENTS ATTACHED

MEMO 1: FIRE EXTINGUISHER WARRANTY

MEMO 2: ELECTRICAL CLAUSE

MEMO 3: HAZARDOUS GOODS WARRANTY

MEMO 4: FIRE BRIGADE CLAUSE

MEMO 5: POLITICAL RISKS EXCLUSION CLAUSE:

MEMO 6: WORKMEN'S CLAUSE:

MEMO 7: COOKING WARRANTY

MEMO 8: NO PREMIUM NO COVER

MEMO 9: TERRORISM EXCLUSION CLAUSE

MEMO 10: REMOVAL OF DEBRIS

MEMO 11: ARCHITECTS AND SURVEYORS' FEES CLAUSE

MEMO 12: TRUST CLAUSE

MEMO 13: SURVEY AND INSPECTION WARRANTY

MEMO 14: PUBLIC AUTHORITIES REINSTATEMENT CLAUSE