

LIBERTY INSURANCE PTE LTD

Extraneous Perils/Clauses

1 AIRCRAFT DAMAGE

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby agreed and declared that the insurance under the policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured (by fire or otherwise) directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

1. The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.

2. This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

2 IMPACT DAMAGE

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby agreed and declared that the insurance under the Policy shall extend to include loss or damage to the property described in the Schedule and/or to any walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, horses or cattle not belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first \$50 of each and every claim under this endorsement shall be borne by the Insured.

3 RIOT AND STRIKE ENDORSEMENT

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 lock-out or not) not being an occurrence mentioned in Condition 6 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 lock-out.
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

For the purposes of the Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:-

CONDITION 5

(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 radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(ii) only combustion shall include any self-sustaining process of nuclear fission.

CONDITION 6

This insurance does not cover any loss or damage 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, 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.

In any action, suit or other proceeding, 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.

CONDITION 7

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 \$200.00 or its local currency equivalent.
- (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.

CONDITION 10

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

CONDITION 17

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 rateable share of the amount of the loss accordingly. Every item if more than one, of its 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 to fire in the 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.

4 MALICIOUS DAMAGE ENDORSEMENT

It is hereby agreed and declared that the insurance under the said Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean

Loss of or 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) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the said Riot and Strike Endorsement.

but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the conditions and provisos of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

5 STANDARD EXPLOSION ENDORSEMENT

It is hereby agreed and declared that the insurance under this Policy shall subject to the Special Conditions hereinafter contained, extend to include:-

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economisers or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

PROVIDED always that all the conditions of this Policy (except insofar as Condition No. 7(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

SPECIAL CONDITIONS

(1) The Company shall not be liable, under this extension, for loss or damage 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 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.

In any action, suit or other proceeding, 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.

(2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro-rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.

(3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

6 STD. ENDORSEMENT 3A

IN CONSIDERATION of the payment by the Insured to the Company of the Additional Premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance covers loss or damage by fire occasioned by or through or in consequence of Earthquake or Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm.

It is agreed that in every case of loss or damage the Insured must prove that no part of the loss or damage claimed for was caused otherwise than by fire.

7 STD. ENDORSEMENT 3B

IN CONSIDERATION of the payment by the Insured to the Company an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy this insurance covers loss or damage (other than loss or damage by fire) directly caused by Earthquake or Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm and Flood (including overflow of the sea) caused by any of the aforementioned perils subject to the following Excess Clause and Special Conditions attached hereto.

PROVIDED ALWAYS that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils

which this insurance extends to include by virtue of this endorsement.

EXCESS CLAUSE

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby insured directly caused by any peril 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 either:-

- (a) 1% of the total sums insured against such peril on said buildings by Policies in the name of the Insured, or
- (b) S\$200

whichever shall be the less.

It is further agreed that this Clause shall apply separately to:-

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

SPECIAL CONDITIONS

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not (other than loss or damage caused by flood (including overflow of the sea) when such peril is insured against by this Policy) unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Earthquake or Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Policy and is occasioned by Earthquake or Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm.

2. This endorsement does not extend the insurance under this Policy to cover:-

- (a) Consequential loss of any kind
- (b) Loss or damage caused by hail whether driven by wind or not
- (c) Loss of 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.
- (d) Loss or damage caused by explosion except as provided in Condition 7(h) of the Policy
- (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings

3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

4. Unless specifically and separately insured this endorsement does not cover:-

- (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description
- (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against Earthquake or Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm when such perils are insured against by this Policy.

8 STD. ENDORSEMENT 3C

In consideration of the payment by the Insured to the Company of an additional premium it is hereby agreed and declared that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule directly caused by:-

Flood, which for the purposes of this extension shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding:-

- (i) loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm;
- (ii) loss or damage caused by subsidence of land-slip;
- (iii) the first \$1,000 of each and every loss.

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

9

WATER DAMAGE DUE TO BURSTING OR OVERFLOWING OF WATER TANKS

In consideration of the payment of an additional premium included in the premium hereunder, it is hereby declared and agreed that the insurance under this Policy shall extend to include:-

Loss of or damage to the property insured directly caused by bursting or overflowing of water tanks, apparatus and pipes from within the building insured or containing the property insured but excluding:-

- (i) Destruction or damage caused by flood, subsidence or landslide
- (ii) Property in the open
- (iii) Loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings.
- (iv) The first \$200 of each and every loss

Provided always that all the conditions of the Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any destruction or damage aforesaid shall be deemed to be loss or damage by fire.

10 MORTGAGEE CLAUSE

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being done to upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefor existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this policy or by law and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect.

The Company reserves the right to cancel this policy at any time as provided by the terms thereof, but in such case this policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation and shall then cease and the Company shall have the right on like notice to cancel this agreement.

11 ENDORSEMENT NO 1

This Policy is effected by the Insured under Section 71 of the Land Titles (Strata) Act Chapter 158, Revised Edition 1985 for the interest of the registered mortgagee(s) to whom all monies due under the policy shall be payable subject always to the provisions of the said Act and the rights of the Company thereunder. It is hereby agreed that this policy shall not be invalidated by any change of occupancy or increase of risk taking place in the property insured without the knowledge of the registered mortgagee.

It is hereby understood and agreed that the printed wording of Condition 17 of this policy is cancelled and is deemed to have been deleted and the Condition shall now read as follows:-

If the interest hereby insured shall, at the time of any loss or damage, be collectively of greater value than the sum insured by this policy then the Insured shall be considered as his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

It is further understood and agreed that the printed wording of Condition 16 of this policy is cancelled and is deemed to have been deleted and the Condition shall now read as follows:-

If at the time of any loss or damage insured by this policy there be any other subsisting insurance or insurances effected under or by reason of Section 71 of the Land Titles (Strata) Act Chapter 158, Revised Edition 1985 covering the same risks and interests (in whole or in part) the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

12 ELECTRICAL INSTALLATION CLAUSE

This Company is expressly declared to be free from liability for loss of 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, self-heating, arcing or leakage of electricity from whatever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical 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.

13 SPECIAL CONDITIONS FOR DECLARATION POLICIES

1. In consideration of the premium by this policy being provisional in that it is calculated on 75% of the sum insured hereby and is subject to adjustment on expiry of each period of insurance.

The Insured agrees to declare to the Company in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, on the following basis namely the average of the value at risk on each day of the month and to make such declaration within thirty days of the last day of every month of each calendar month, such declaration to be signed by the Insured or by a responsible person authorised to sign on his behalf.

If other policies on a declaration basis cover the stocks hereby insured the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, pro-rata to the respective amounts named in the policies. In the event of a declaration not being made within the thirty days mentioned above then the Insured shall be deemed to have declared the sum insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated at the rate of as arranged on the average sum insured, namely the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium be greater than the provisional premium the Insured shall pay the differences: if it be less the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.

3. If at the time of any loss, there be any other subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks, at the time of the loss over the sum insured by such insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess), but not exceeding the sum insured hereby, bears to the total value of the stocks.

4. If after the occurrences of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.

5. Notwithstanding the occurrence of a loss it is understood that the sum insured will be maintained at all times during the currency of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro-rata from the date of such loss to the expiry of the period of the insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from the final adjustment of premium.

6. In the event of this policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up the date of cancellation, or 50% of the provisional premium whichever is the greater; but if the policy is cancelled by the Insured after a loss has occurred the

premium to be retained by the Company shall be the pro-rata proportion of the premium calculated on the average amount insured up to the date of cancelment plus the pro-rata proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 50% of the provisional premium whichever is the greater.

7. The maximum liability of the Company shall not exceed the sum insured hereby and premium shall not be receivable on values in excess thereof. The sum insured may, however, be increased by prior agreement with the Company in which event the new sum insured and the date from which it is effective will be recorded on the policy by endorsement.

8. If the stocks hereby insured shall at the time of 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, on stocks (other than retail) shall be separately subject to this condition.

9. It is warranted that every other policy covering the stocks insured hereby shall be identical in wording with this policy.

10. This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by these Special Conditions.

14 HAZARDOUS GOODS WARRANTY 6A

Warranted that none of the goods mentioned in the list of hazardous goods annexed hereto shall at any time during the currency of this policy be in or upon the within mentioned premises, but allowing the storage of such hazardous goods including liquid paints to the extent of 1% only of the total value of stocks, such quantity of hazardous goods not to include more than 6 gallons of petrol or other liquid giving off inflammable vapour flashing below 100°F/38°C or more than 4 cases or 4 cartons of Matches and/or 4 cases of fire crackers.

The following Goods are deemed to be Hazardous:-

Acetylene (Liquid)	Nitro-Glycerine
Bamboo Mats.	Oils of all kinds (other than vegetable or essential oils packed in bottles in cases, or tins in cases).
Benzine.	Oxalate of Potash.
Benzoline.	Paints (Liquid) except water and emulsion paints in sealed metal tins or drums.
Bi-Sulphide of Carbon.	Paraffin.
Blacks of all kinds (except as provided for in footnote (b))	Percussion Caps.
Brimstone.	Petrol
Calcium Carbide.	Petroleum and its liquid products
Camphine.	Phosphorous
Camphor.	Pitch
Candles.	Potassium
Cartridges	Potassium bichromate.
Celluloid and Xylonite and other similar substances	Potassium binoxalate.*
Charcoal (powdered)	Potassium chlorate.
Chlorate of Soda	Potassium cyanide.*
Coconut Oil.	Potassium ferrocyanide.*
Codilla.	Potassium ferricyanide.*
Coir and Coir Yarn.	Potassium hydroxide.
Copra including copra cake and copra meal.	Potassium nitrate.
Cordite.	Potassium nitrite.
Cotton (whether in fully pressed bales or otherwise)	Potassium perchlorate.
Crackers.	Potassium permanganate.
Explosive of all kinds	Potassium peroxide.
Fats.	Resins.
Fireworks.	Rockets.
Fulminating Powder.	Rock Oil.
Ghee.	Salt-pene.
Grasses of all kinds.	Shoddy.
Gunny bags other than in fully pressed bales (see footnote (a)).	Spirits of all kinds, not in bottles.
Gunpowder	Stearine.
Hay.	Straw.
Hemp.	

Hessians other than in bales	Sulphur Dyes or Colours (excluding those packed in air-tight metal vessels labelled with a certificate by the manufacturers that the Dyes (or Colours) contain at least 10 per cent of inert inorganic salts).
Jute (in fully pressed bales or otherwise)	Tallow manufactured or unmanufactured.
Kapok (whether in fully pressed bales or otherwise)	Tar
Kerosene.	Turpentine.
Lime, unslaked.	Varnish.
Matches of all kinds	Vegetable Fibres of all kinds.
Mungo.	Waste of all kinds.
Naphtha.	
Naphthalene.	
Nitrate of Soda.	
Potassium persulphate.	
Potassium sulphide.	
Prussiate of Potash.	
Rags.	

*If stored on the same floor as, or on floors above, foodstuffs.

N.B. (a) Broken bales of gunnies for packing or bagging purposes only are allowed without incurring the additional charge for hazardous goods.

(b) Blacks when stored by themselves in a separate building should be classed as non-hazardous.

15 REINSTATEMENT VALUE CLAUSE

It is hereby declared and agreed that in the event of the property insured under this policy being destroyed or damaged, the basis upon which the amount payable under the policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

- The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
- Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
- If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum insured thereon 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 policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
- No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.
- This Memorandum shall be without force or effect if:-
 - the insured fails to intimate to the Company within 6 months from the date of destruction of damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - the insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.