



Policy

Fire Policy for The Insurance of Growing Trees

The benefits payable under eligible policy are protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Berjaya Sampo Insurance Berhad or PIDM (visit www.pidm.gov.my).

Berjaya Sampo Insurance Berhad

Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
Toll Free: 1-800-889-933
Tel.: 03-2170 7300
E-mail: customer@bsompo.com.my
Website: www.berjayasompo.com.my

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FGT0124

IMPORTANT NOTICE

This is your Fire Policy for The Insurance of Growing Trees Policy. You should satisfy yourself that this Policy will best serve your needs. You should read and understand the Policy terms, conditions and warranties and discuss with your insurance advisor, agent, broker and/or with us directly for more information and/or to clarify any doubts you may have when you purchase this Policy. If there is any error or misdescription, or if the cover is not in accordance with your wishes, please return the Policy to us immediately for amendment.

You must fully observe and fulfill this Policy's terms, conditions and warranties to enjoy the coverage provided. If you have any questions after reading these documents, please contact us for further clarification. If there is any change in your declarations that may affect the insurance provided, please notify us immediately, otherwise you may not receive the benefits of this Policy.

To help preserve the environment, we will send a printed copy of this Policy Wording once only. Please keep this Policy Wording safely. In case of renewal and/or amendment of your Policy, we will send you the Policy Schedule and/or Endorsement only. If at any time you require a copy of the Policy Wording, please download a copy from www.berjaysompo.com.my based on the jacket code provided.

If you have any complaints relating to this Policy, please contact:

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur
Tel. : 03-2170 7300
Toll Free : 1-800-889-933
Fax : 03-2170 4800
E-mail : customer@bsompo.com.my

If you are not happy with our response, you may opt to contact either:

OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel. : 03-2272 2811
Fax : 03-2272 1577
E-mail : enquiry@ofs.org.my
Website : www.ofs.org.my

LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

BNMLINK,
Bank Negara Malaysia,
P.O. Box 10922,
50929 Kuala Lumpur
Tel : 1-300-88-5465 /03-2174 1717 (Overseas)
Fax : 03-2174 1515
eLINK : <https://bnmlink.bnm.gov.my/>

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Berjaya Sampo Insurance Berhad** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim (s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

THE COMPANY AGREES (subject to the Terms and Conditions contained herein or endorsed hereon) that if after payment of the premium the Property Insured described in the Schedule or any part of such Property Insured be destroyed or damaged by fire or lightning whether accompanied by fire or not or any of the perils specified in the Schedule at any time during the Period of Insurance stated in the Schedule or during any further period for which the Company may accept payment for the renewal of this Policy, the Company will pay or make good to the Insured the value of the Property Insured at the time of the happening of its terms and conditions of this policy. PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

CONDITIONS

1. CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2. DUTY OF DISCLOSURE

The Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

3. PREMIUM PAYMENT

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

4. CO-INSURANCE

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 before the occurrence of any loss or damage, all benefits under this Policy shall be forfeited.

5. SUM INSURED

The basis of determination of sum insured for this insurance shall be as set out in the Schedule. For this purpose mature trees shall be trees which are more than 3 years since planting (5 years in case of Rubber trees) and not more than 25 years since planting (30 years in case of Cocoa and Rubber trees). Trees which are younger shall be regarded as immature. Trees which are older shall not be insured under this Policy.

6. INSURED TREES

The insurance under this policy shall apply only to the trees as specified in the Schedule grown on the estates of the Insured and all other trees are excluded from this insurance and shall not be taken into consideration in the adjustment of any loss payable under this insurance.

7. TREES EXCLUDED FROM INSURANCE

This insurance does not cover trees which at the time of occurrence of the loss:

- i) are or have been attacked or damaged by white ants or other insect pests; or

- ii) are suffering from any fungoid growth or other organic or constitutional diseases; or
 - iii) have died for any reason except by operation of any of the insured perils during the currency of this Policy; or
 - iv) are or have been damaged or destroyed at any time by the use of any weed killers or insecticides or pesticides.
- No claim for loss or damage to such trees shall be recoverable hereunder.

8. CONTROL OF UNDERGROWTH

It is warranted that at all times during the currency of this Policy, the Insured shall take all reasonable steps to keep the ground comprising of the estates containing the trees hereby insured well maintained. Controlled forestry growths and/or cover crops are permitted without prejudice to this insurance provided that efficient control of all cover plants be maintained at all times.

9. MAINTENANCE OF FIRE BREAKS

All fire breaks shall be thoroughly cleaned and maintained at all times.

10. EXCLUDED PERILS

10.1 This insurance does not cover:-

- (a) Loss or damage occasioned by or through or in consequence of:
 - i) the burning of property by order of any public authority;
 - ii) subterranean fire and/or Peat fire;
 - iii) seepage and pollution caused by toxic chemicals or fumes;
- (b) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons materials;
- (c) 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 10.1(c) combustion shall include any self-sustaining process of nuclear fission; and
- (d) Consequential loss or loss of earning of any kind.

10.2 This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrence namely:-

- (a) Earthquake, volcanic eruption or other convulsion of nature;
 - (b) Subsidence or landslide;
 - (c) Flood or inundation unless specifically stated in the Schedule;
- For this purpose, Flood shall be defined as 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 unexpected flow or accumulation of water; but excluding loss or damage caused by subsidence or landslip even where caused by Flood.
- (d) Windstorm unless specifically stated in the Schedule;
 - (e) Damage by animals (domestic or wild) unless specifically stated in the Schedule;
 - (f) Damage by mechanically driven vehicles and aircrafts;
 - (g) War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war;
 - (h) Mutiny, 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; and
 - (i) Acts 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.

- (j) Riot, Strike and Malicious Damage

Any loss or damage 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 occurrence 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 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.

11. EXCLUSION OF FIRE DAMAGE CAUSED BY BURNING WITHIN ESTATE

This insurance does not cover loss or damage to growing trees hereby insured when such loss or damage is caused by or through or in consequence of the burning through human intervention, of undergrowth, pampas or jungle and/or clearing by fire of any of the land forming part of the estates containing the trees insured hereunder. However, if the fire originates outside the estates covered by this Policy, the resulting loss or damage by spread of such fire to the trees insured hereunder will be payable in terms of this insurance.

12. EXCESS

The Insured shall first bear an amount specified in the Schedule on each and every loss caused by any insured peril after adjustments in terms of paragraphs 18 and 19 below and the Company shall only be liable for any amount in excess of the said first loss amount.

13. DEFINITION OF EACH AND EVERY LOSS

The words "each and every loss" shall mean the aggregate of all individual losses arising out of and directly occasioned by a single source of ignition for fire losses and include all losses arising out of the same fire until it is fully extinguished.

In case of windstorm, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the operation of the said peril during a period of 72 consecutive hours. The Insured may choose the date and time when any such period of consecutive hours commences and if any peril is of greater duration, the Insured may divide that loss into two or more loss occurrences provided no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to the insured by that peril.

In case of other perils, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the operations of the said peril during a period of 24 consecutive hours and in case of flood will continue till ground surface is reasonably clear of water.

14. CLAIMS PROCEDURE

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 trees damaged or destroyed, and of the amount of the loss or damage therein 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;
- (c) 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 damage, 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.

15. INSURER'S RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy, the Company shall have access to any such property and freedom to examine the same. The Insured shall not deal with or dispose of the damaged property without the agreement of the Company. However, the Insured shall take all reasonable measures to avoid or minimise the loss.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn and the Company shall not by an act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

16. FRAUD

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, 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; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or in the case of an arbitrator or umpire shall have made their award, all benefits under this Policy shall be forfeited.

17. **SUBROGATION**

The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or be required before or after his indemnification by the Company.

18. **CONTRIBUTION**

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

19. **DEFINITION OF EXTENT OF LOSS**

In the event of a claim being admitted under this Policy, the quantum of loss shall be derived by applying the loss settlement scale appended to this Policy to the trees damaged or destroyed by the event. If the value of trees in the area damaged be more than the value mentioned in the Schedule for that area, the insured shall be considered to be his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

20. **TIME LIMITATION**

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

21. **CANCELLATION**

This insurance may be terminated at any time by the Insured on notice to the Company in which case the Company will retain the customary short period rate for the time the insurance has been in force. However, no refund of premium will be allowed, upon termination by the Insured, where a claim has occurred during the currency of this insurance.

This insurance may also be terminated at the option of the Company by sending 14 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 cancelment.

22. **CHANGE OF RISK**

If the interest in the property insured passes from the Insured otherwise than by will or operation of law, the insurance ceases to attach unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

23. **ARBITRATION**

If any difference arises as to the amount of any loss or damage, such difference shall independently of all 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 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 at the discretion of the arbitrator, arbitrators or umpire making the award. And it is 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.

The seat of arbitration shall be in Malaysia and the arbitration tribunal shall apply the laws of Malaysia as the proper law of this insurance.

24. **NOTICE**

Every notice and other communication to the Company required by these Conditions must be written or printed.

CLAUSES/WARRANTIES/ENDORSEMENTS
(THE FOLLOWING CLAUSES/WARRANTIES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY)

COMMUNICABLE DISEASE EXCLUSION (LMA5393)

1. This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the Period of Insurance. Consequently and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly

arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this Endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This Endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

DATE RECOGNITION

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 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 true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as 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 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 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.

Saving clause	This endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from an insured peril as defined in the policy.
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Subject otherwise to the terms and conditions of the policy.

INDUSTRIES, SEEPAGE, POLLUTION & CONTAMINATION CLAUSE

This Policy does not cover any liability for :-

- (1) Personal Injury or Bodily Injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (2) The cost of removing, nullifying or cleaning up seepage, polluting contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

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

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 insurer within sixty (60) 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 insurer shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer 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 insurer.

Subject otherwise to the terms and conditions of this policy.

PROPERTY CYBER AND DATA EXCLUSION (LMA5401)

1. Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This Endorsement supersedes and, if in conflict with any other wording in the Policy or any Endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

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 or any other cause or event contributing concurrently or in any other sequence to the loss :-

- 1) ionising 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.

SANCTION LIMITATION AND EXCLUSION CLAUSE LMA3100

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 the 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.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any liability, 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) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) 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, 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 endorsement also excludes any liability, loss, damage, cost or expenses 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 (1) and/or (2) above.

If the Company alleges that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

CLAUSE/ENDORSEMENT

(THE FOLLOWING CLAUSE/ENDORSEMENT ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE)

MORTGAGEE (CHARGE) CLAUSE 1

Loss, if any, payable to the Bank or Firm as specified in the Schedule as Mortgagee (Charge) as interest may appear in this insurance, as to the interest of the Mortgagee (Charge) 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 (Charge) shall on demand pay the same. Provided also that the Mortgagee (Charge) 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 (Charge) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Charge) 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 (Charge) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Charge) to the extent such payment but not so as to impair the right of the said Mortgagee (Charge) 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 of 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 (Charge) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Charge).