

**COMMERCIAL PACKAGE CERTIFICATE  
SUMMARY PAGE**

<b>Certificate Number</b> 2103696-052082	<b>Certificate Period: From</b> 7/07/2022 <b>To</b> 6/20/2023 12:01 A.M Standard Time at the Named Insured's Address
<b>Named Insured and Address</b> 534 W 42nd St Condominium, The c/o Living Holdings LLC 225 W 35th St Fl 14 New York, NY 10001-1904	<b>Agent</b> Program Brokerage Corporation (NY) 1065 Avenues of the Americas New York, NY 10018  <b>Telephone:</b>
<b>Business Description</b> Apartments/Real Estate	<b>Type of Business</b> Refer to Schedule

In return for the payment of the premium, and subject to all the terms of this certificate, we agree with you to provide the insurance as stated in this certificate. This certificate consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION	PREMIUM
TERRORISM	1,445.71

**TOTAL CERTIFICATE PREMIUM \$ 1,445.71**

**Forms applicable to all Coverage Parts:** Schedule of Locations

These Declarations together with the common certificate conditions, coverage declarations, coverage form(s) and endorsements, if any, issued to form a part thereof, complete the above numbered certificate.

**THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY  
THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION,  
AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S),  
NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS.  
THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS  
OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.**

Issued Date: 8/02/2022

BY: Refer to form MLL 01 01 0515  
Correspondent

CPCDEC 0106

ORIGINAL

Page 1 of 2



This is to certify that Excess Line Association of New York received and reviewed the attached insurance document in accordance with Article 21 of the New York State Insurance Law

08/29/2022  
Id:1591900694

**THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK,  
NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE  
INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY  
MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF  
FINANCIAL SERVICES PERTAINING TO POLICY FORMS.**

certain Underwriters at Lloyd's, London

**COMMERCIAL PROPERTY  
COVERAGE PART**

**Certificate Number** 2103696-052082

**Certificate Period: From** 7/07/2022 **To** 6/20/2023  
12:01 A.M Standard Time at the Named Insured's Address

**Named Insured and Address**

534 W 42nd St Condominium, The  
c/o Living Holdings LLC  
225 W 35th St Fl 14  
New York, NY 10001-1904

**Agent**

Program Brokerage Corporation (NY)  
1065 Avenue of the Americas  
New York, NY 10018

**Telephone:**

**Business Description**

Apartments/Real Estate

**Type of Business**

Refer to Schedule

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS CERTIFICATE,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.**

**DESCRIPTION OF PREMISES**

Refer to attached schedule.

**COVERAGES PROVIDED**

Refer to attached schedule, if any.

**OPTIONAL COVERAGES**

Refer to attached schedule, if any.

**MORTGAGEES AND ADDITIONAL INTERESTS**

Refer to attached schedule, if any.

	<b>Property</b>	\$	NOT COVERED
	<b>Terrorism</b>	\$	1,445.71
<b>PREMIUM FOR THIS COVERAGE PART</b>		\$	1,445.71

**Forms and Endorsements Applicable to this Coverage Part**

See Schedule of Forms and Endorsements

These declarations together with the common certificate conditions, coverage declarations, coverage form(s) and endorsements, if any, issued to form a part thereof, complete the above numbered certificate.

Issued Date: 8/02/2022

CPCDEC 0106

ORIGINAL

Page 2 of 2

NAMED INSURED: 534 W 42nd St Condominium, The  
CERTIFICATE NUMBER: 2103696-052082

EFFECTIVE DATE: 7/07/2022  
MLL 10 01 0513

It is hereby agreed that this endorsement is attached to and hereby made part of this Certificate.

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## **SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>Form Number</b>	<b>Form Title</b>
MLL CA 03 0318	- Report a Claim
MLL 0101 05 15	- Lloyd's Certification
MLL 0301 06 13	- Common Certificate Conditions
MLL PH07 07 13	- U.S. Treasury Dept ("OFAC") Advisory Notice to Certificate Holders
MLL PH13 0116	- Complaint Handling
MLL 0029 02 12	- Civil Authority Change(s)
MLL PH05 10 19	- Service of Suit Clause (USA)
MLL PH08 05 13	- Applicable Law (USA)
MLL PH04 05 14	- Several Liability Notice (LSW 1001)
LSW 1135B	- Lloyds Privacy Policy Statement as applicable
MLL PH26 05 18	- Mortgageholders
MLL PH14 12 13	- Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause
PBC 3030	- (Amended)- Terrorism Insurance Physical Loss or Physical Damage Wording
PBC 5039	- (Amended)- Business Interruption Extension
PBC 5042	- (Amended)- Rental Income Extension
SRCC 11 2021	- Additional Perils Extension

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NAMED INSURED: 534 W 42nd St Condominium, The  
CERTIFICATE NUMBER: 2103696-052082

EFFECTIVE DATE: 7/07/2022  
MLL 01 01 0515

It is hereby agreed that this endorsement is attached to and hereby made a part of this Certificate.

## LLOYD'S CERTIFICATION

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

**Correspondent:** Program Brokerage Corporation

**Unique Market Reference:** B1230PFDBA2103696

**INSURED WITH:**                      **100.00%**              certain Underwriters at Lloyd's, London, as follows:  
   **100.00%**              Lloyd's Syndicate              **1225 - AES**

### CERTIFICATE PROVISIONS

- 1 **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent
- 2 **Correspondent not Insurer.** The Correspondent is not an insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's, London, whose names can be ascertained as hereinbefore set forth.
- 3 **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- 4 **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.

Wherever the word "Policy" appears in the Wording attached hereto it shall be deemed to read "Certificate".

Signed for and on behalf of the Insurers by:



Printed Name: Scott Bell

Policy # 2103696-052082

Expiration Date 6/20/2023

Assure# 052082	534 W 42nd St Condominium, The	Loc# 0001	534 W 42nd St Condominium, The
	c/o Living Holdings LLC		
	225 W 35th St Fl 14		534 W 42nd St
	New York		New York
	NY 10001		NY 10036
Coverage	Amounts/Limits		Codes/Ded
Terrorism	4,000,000 Building		Fire Resistive Construction
	100,000 Rents		Condominium Building Occupancy
	0 Contents		5,000 Terrorism Ded \$
	0 I & B		195 Rate code
	0 Valuable Papers		04 Fire Protection code
	0 Other TAPP		No Sprinklered
	2,010 Year Built		
	8,923 Building Square Ft		
	9 No. of Stories		
	1 No. of Buildings		

Coverage  
SRCC

O t h e r	I n t e r e s t e d	P a r t i e s:
Prop/Liab		Prop/Liab
Named Insured		Add'l Insured
THE 534 WEST 42ND STREET CONDO		LIVING HOLDINGS LLC
C/O LIVING HOLDINGS LLC		225 W 35TH ST FL 14
225 W 35TH ST FL 14		NEW YORK, NY 10001
NEW YORK, NY 10001		

Issue Date: 8/02/2022

LLOYDS UNDERWRITERS  
Schedule of Insured Locations

Page 2

Policy # 2103696-052082

Expiration Date 6/20/2023

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Assure# 052082 534 W 42nd St Condominium, The  
c/o Living Holdings LLC  
225 W 35th St Fl 14  
New York NY 10001

Entity Recap No. of locs 1

Amounts/Limits  
4,000,000 Building  
100,000 Rents  
0 Contents  
0 I & B  
0 Valuable Papers  
0 Other TAPP  
8,923 Building Square Ft

## **NEED TO REPORT A CLAIM?**

**BY PHONE: 212-338-2251**

**BY E-MAIL: [cacloss.adjuster@cac-1.com](mailto:cacloss.adjuster@cac-1.com)**

**BY FAX: 1-917-934-4620**

**AFTER HOURS: 212-338-2700**

**BY MAIL: CLAIMS ADMINISTRATION CORPORATION  
5 Bryant Park, 4<sup>TH</sup> Floor  
NYC, NY 10018  
Attn: Property Claims**

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# COMMON CERTIFICATE CONDITIONS

All Coverage Parts included in this Certificate are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Certificate by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Certificate by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Certificate period will end on that date.
5. If this Certificate is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This Certificate contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Certificate with our consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Certificate at any time during the Certificate period and up to three years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Certificate

Your rights and duties under this Certificate may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ( OFAC ) ADVISORY NOTICE TO CERTIFICATE HOLDERS**

No coverage is provided by this Certificate holder Notice nor can it be construed to replace any provisions of your Certificate. You should read your Certificate and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of national emergency . OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as Specially Designated Nationals and Blocked Persons . This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance Certificate is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

It is hereby agreed that this endorsement is attached to and hereby made a part of this Certificate.

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## COMPLAINT HANDLING

All complaints must be referred in the first instance to Program Brokerage Corporation, 200 Crossings Blvd, Suite110, Warwick, RI 02886, (866) 300-5405 and Aegis Syndicate 1225 and, if they remain dissatisfied following Program Brokerage's response, such complaints can be referred to Policyholder & Market Assistance, Lloyd's One Lime Street, London, EC3M 7HA, UK +44 (0)20 7327 5693 [complaints@lloyds.com](mailto:complaints@lloyds.com) . If the complainant is dissatisfied with the Lloyd's final response and is eligible, complaints may then be referred to the Financial Ombudsman Service. Details of who is eligible to refer a complaint to the FOS can be found on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CIVIL AUTHORITY CHANGE(S)

We will pay for the actual loss of Business Income/Rental Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business income/Rental income will begin 120 hours after the time of that action and will apply for a period of up to one week after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- (1) 1 week after the time of that action: or
  - (2) When your business Income/Rental income coverage ends;
- Whichever is earlier.

It is hereby agreed that this endorsement is attached to and hereby made a part of this Certificate.

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### **SERVICE OF SUIT CLAUSE (U.S.A.)**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Certificate. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon

Lloyd's America, Inc.  
Attention: Legal Department  
280 Park Avenue, East Tower, 25<sup>th</sup> floor  
New York, NY 10017

And that in any suit instituted against any one of them upon this contact, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020  
14/09/2005

**All other terms and conditions of this Certificate remain unchanged.**

It is hereby agreed that this endorsement is attached to and hereby made a part of this Certificate.

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**APPLICABLE LAW (U.S.A.)**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.).

**All other terms and conditions of this Certificate remain unchanged.**

It is hereby agreed that this endorsement is attached to and hereby made a part of this Certificate.

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**SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001

**All other terms and conditions of this Certificate remain unchanged.**

## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**



## **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B

**This policy covers:**

**Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

**RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES  
EXCLUSION CLAUSE**

(Approved by Lloyd's Underwriters Non-Marine Association)

This Certificate does not cover

(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

(i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# Terrorism Insurance

## Physical Loss or Physical Damage Wording

### Table of Contents

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## SECTION 1 - RISK DETAILS

<b>Policy Number:</b>	As shown on MLL 01 01 0515
<b>Unique Market Reference Number:</b>	As shown on MLL 01 01 0515
<b>Name of Insured:</b>	As shown on CPCDEC 0106
<b>Address of Insured:</b>	As shown on CPCDEC 0106
<b>Broker:</b>	As shown on CPCDEC 0106
<b>Period of Insurance:</b>	<p>From: As shown on CPCDEC 0106</p> <p>To: As shown on CPCDEC 0106</p> <p>Both dates at 12.01 Local Standard Time at the location of the Property Insured</p>
<b>Description of Property Insured:</b>	AS SHOWN ON SCHEDULE OF INSURED LOCATIONS for which values have been declared to and agreed by Underwriters
<b>Location(s) Insured:</b>	As declared to and agreed by Underwriters

<b>Limit of Liability:</b>	<p>AS SHOWN ON SCHEDULE OF INSURED LOCATIONS</p> <p>Each Occurrence and in the aggregate</p>
<b>Deductible(s):</b>	<p>AS SHOWN ON SCHEDULE OF INSURED LOCATIONS</p> <p>Each Occurrence</p>
<b>Notification of Claims to:</b>	As shown on MLL PH03 10 13
<b>Choice of Law:</b>	As shown on MLL PH08 05 13
<b>Choice of Jurisdiction:</b>	As shown on MLL PH05 03 14
<b>Service of Suit Nominee:</b>	As shown on MLL PH05 03 14
<b>Premium:</b>	As shown on CPCDEC 0106

## **SECTION 2 - INSURING CLAUSE**

1. Subject to the exclusions, limits and conditions contained in this Contract of Insurance ("Contract"), this Contract covers the Property Insured against direct physical loss or physical damage occurring during the Period of Insurance caused by an Act of Terrorism or an Act of Sabotage.

### SECTION 3 - DEFINITIONS

2. For the purpose of this Contract:

- 2.1. Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
- 2.2. Act of Sabotage means a subversive act or series of subversive acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
- 2.3. Actual Cash Value means the amount it would cost to repair or replace Property Insured, on the date of insured physical loss or physical damage, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
- 2.4. Fine Arts means art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability, including: paintings; etchings; pictures; tapestries and rugs; rare or art glass; art glass windows; furniture; porcelain and sculptures excluding automobiles, coins, stamps, furs, jewellery, precious stones, precious metals, watercraft, aircraft, money, securities.
- 2.5. Occurrence means each and every loss or series of losses arising out of and directly caused by one event.
- 2.6. Property Insured means tangible property, as shown in the Risk Details, for which values have been declared to and agreed by Underwriters.
- 2.7. Valuable Papers and Records means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, but not including electronic records.



#### SECTION 4 - LOSSES EXCLUDED

3. This Contract does not cover loss or damage directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - 3.1. War, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
  - 3.2. Seizure or legal or illegal occupation unless physical loss or physical damage is caused directly by an Act of Terrorism or an Act of Sabotage.
  - 3.3. Confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
  - 3.4. Seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
  - 3.5. Asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
  - 3.6. Measures taken to prevent, suppress or control actual or potential Act of Terrorism or Sabotage unless agreed by Underwriters in writing prior to such measures being taken.
  - 3.7. Vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
  - 3.8. Burglary, house - breaking, looting, theft or larceny.
  - 3.9. Mysterious disappearance or unexplained loss.
  - 3.10. Mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
  - 3.11. Electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Contract) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
  - 3.12. Threat or hoax of an Act of Terrorism or Sabotage.
4. This Contract does not cover:
  - 4.1. Fines or penalties or any other assessments which are incurred by the Insured or which are imposed by any court, government agency, public or civil authority or any other person.
  - 4.2. Indirect or remote loss or damage, interruption of business, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.

## SECTION 5 - PROPERTY EXCLUDED

- 5. This Contract does not insure:
  - 5.1. Land or land values.
  - 5.2. Aircraft or any other aerial device, or watercraft.
  - 5.3. Any land conveyance, including vehicles, locomotives or rolling stock, unless:
    - 5.3.1. the insured values of such land conveyance have been declared to and agreed by Underwriters; and
    - 5.3.2. such land conveyance is located at the address declared to and agreed by Underwriters.
  - 5.4. Animals, plants and living things of all types.
  - 5.5. Property in transit not on the Insured's premises.

## **SECTION 6 - CONDITIONS**

### **6. JOINT INSURED**

The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Contract will not exceed the Limit of Liability shown in the Risk Details. The Underwriters shall have no liability in excess of the Limit of Liability whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

### **7. OTHER INSURANCE**

7.1. This Contract shall be excess of any other insurance available to the Insured covering loss or damage covered by this Contract. This Condition shall not apply when such other insurance is written specifically as excess insurance over this Contract.

7.2. When this Contract is written specifically in excess of other insurance covering the perils covered by this Contract, the cover provided by this Contract shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), including its Deductible (if any), has been exhausted by loss and/or damage covered by this Contract.

### **8. SITUATION**

This Contract insures the Property Insured while located at the Location(s) Insured.

### **9. LIMIT OF LIABILITY**

9.1. The Underwriters shall not be liable for more than the Limit of Liability shown in the Risk Details in respect of each Occurrence and in the aggregate during the Period of Insurance.

9.2. Each sublimit shown in this Contract applies as part of, and not in addition to, the Limit of Liability for an Occurrence covered under this Contract. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss or damage arising from or relating to that aspect of the Occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

9.3. This Condition takes precedence over and, if in conflict with any other wording in the Contract bearing on the application of sublimits, replaces that wording.

### **10. DEDUCTIBLE**

Each Occurrence shall be adjusted separately and from each such adjusted amount the Deductible shown in the Risk Details shall be deducted.

### **11. DEBRIS REMOVAL**

11.1. This Contract covers, within the Limit of Liability, the reasonable and necessary expenses incurred in the removal of debris of the Property Insured from a Location Insured that remains as the direct result of physical damage covered by this Contract.

11.2. The cost of removal of debris shall not be considered in determination of the valuation of the Property Insured.

### **12. DUE DILIGENCE**

The Insured (or any of the Insured's agents, sub or co-contractors) must take all reasonable steps, including but not limited to taking precautions to protect or remove the Property Insured, to avoid or diminish any loss or damage covered by this Contract and to secure compensation for any such loss or damage including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

### **13. PROTECTION MAINTENANCE**

It is agreed that any protection provided for the safety of the Property Insured shall be maintained in good order throughout the Period of Insurance and shall be in use at all times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their written consent.

#### 14. VALUATION

14.1. Adjustment of the physical loss or physical damage amount covered by this Contract will be calculated as of the date of physical loss or physical damage at the location of the physical loss or physical damage, and for no more than the interest of the Insured, subject to the following:

14.1.1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.

14.1.2. On finished goods manufactured by the Insured, the regular cash selling price at the location where the loss or damage happens, less all discounts and charges to which the finished goods would have been subject had no loss or damage happened.

14.1.3. On raw materials, supplies and other merchandise not manufactured by the Insured:

14.1.3.1. if repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or

14.1.3.2. if not repaired or replaced, the Actual Cash Value.

14.1.4. On exposed films, written, printed or inscribed documents or records, manuscripts and drawings, that are not Valuable Papers and Records, the value blank plus the costs of copying information from back-up or from originals of a previous generation. These costs will not include research, engineering or any costs of restoring or recreating lost information.

14.1.5. On Fine Arts articles, the lesser of:

14.1.5.1. the reasonable and necessary costs to repair or restore such property to the physical condition that existed on the date of physical loss or physical damage; or

14.1.5.2. the cost to replace the article; or

14.1.5.3. the value, if any, declared to and agreed by Underwriters.

In the event a Fine Arts article is part of a pair or set, and a physically lost or physically damaged article cannot be replaced, repaired or restored to the condition that existed immediately prior to the physical loss or physical damage, the Underwriters will be liable for the lesser of the full value of such pair or set or the amount declared to and agreed by Underwriters. The insured agrees to surrender the pair or set to the Underwriters.

14.1.6. On Valuable Papers and Records, the lesser of the following:

14.1.6.1. the cost to repair or restore the item to the conditions that existed immediately prior to the physical loss or physical damage; or

14.1.6.2. the cost to replace the item; or

14.1.6.3. the amount declared to and agreed by Underwriters.

14.1.7. On all other property, the loss amount will not exceed the lesser of the following:

14.1.7.1. All with due diligence and dispatch:

- 14.1.7.1.1. the cost to repair; or
- 14.1.7.1.2. the cost to rebuild or replace on the same site with new materials of like size, kind and quality; or
- 14.1.7.1.3. the cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of physical loss or physical damage; or
- 14.1.7.1.4. the cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
- 14.1.7.2. The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of physical loss or physical damage.
- 14.1.7.3. The increased cost of demolition, if any, resulting from physical loss or physical damage covered by this Contract, if such property is scheduled for demolition.
- 14.1.7.4. The unamortized value of improvements and betterments, if such property is not repaired or replaced at the Insured's expense.
- 14.1.7.5. The Actual Cash Value if such property is:
  - 14.1.7.5.1. useless to the Insured; or
  - 14.1.7.5.2. not repaired, replaced or rebuilt on the same or another site within two (2) years from the date of physical loss or physical damage.

The Insured may elect not to repair or replace the Property Insured lost or damaged. Loss settlement may be elected on the lesser of repair or replacement basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within two (2) years from the date of physical loss or physical damage. As a condition of collecting under this item, such expenditure must be unplanned as of the date of physical loss or physical damage and be made at an address declared to and agreed by Underwriters.

## 15. NOTIFICATION OF CLAIMS

- 15.1. The Insured, upon knowledge of any event likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters.
- 15.2. If the Underwriters establish that any claim the Insured makes under this Contract has been adversely impacted directly by the Insured's failure to comply with their obligations under this Condition, the Underwriters may refuse the claim or reduce the amount of payment the Underwriters make for the claim.
- 15.3. If the Insured makes a claim under this Contract they must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

**16. PROOF OF LOSS OR DAMAGE**

The Insured shall render a signed and sworn proof of loss or damage covered by this Contract within sixty (60) days after the occurrence of such loss or damage (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss or damage covered by this Contract, the interest of the Insured and all others in the Property Insured, the sound value thereof and the amount of loss or damage thereto.

**17. REVERSE ONUS OF PROOF**

In any claim and/or action, suit or proceeding to enforce a claim for loss or damage under this Contract, the burden of proving that such loss or damage is recoverable under this Contract; that no limitation or exclusion of this Contract applies; and the quantum of loss or damage; shall fall upon the Insured.

**18. SUBROGATION**

18.1. Any release from liability entered into in writing by the Insured prior to loss or damage covered by this Contract shall not affect this Contract or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

18.2. In the event of any payment under this Contract, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

18.2.1. Any interest, (including the Insured's), exclusive of any Deductible or self insured retention, suffering loss or damage covered by this Contract and in excess of the coverage under this Contract shall be reimbursed up to the amount of such loss or damage (excluding the amount of the Deductible);

18.2.2. Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Contract;

18.2.3. The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Contract, with respect to the amount of such primary insurance, Deductible, self insured retention, and/or loss or damage not covered by this Contract.

18.3. The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

**19. SALVAGE AND RECOVERIES**

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Contract shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the Insured and the Underwriters.

**20. FALSE OR FRAUDULENT CLAIMS**

20.1. This Contract and any loss, damage or claim hereunder will be void if, whether before or after loss or damage, an Insured has:

- 20.1.1. intentionally concealed or intentionally misrepresented any material fact or circumstance;
  - 20.1.2. engaged in fraudulent conduct; or
  - 20.1.3. made false statements;
- relating to the Contract or any loss, damage or claim hereunder.

20.2. In the event that any provision of this clause is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this clause and the remainder of the provision in question shall not be affected and shall remain in full force and effect.

## **21. MISREPRESENTATION**

If the Insured has concealed or misrepresented any material fact or circumstance relating to this Contract, this Contract shall become void. If the Insured is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

## **22. CONFLICT OF LAW/STATUTES**

Any terms of this Contract which may conflict with applicable laws/statutes (or laws/statutes deemed applicable by a court of competent jurisdiction) are amended to conform with the minimum requirements of such laws/statutes.

## **23. ABANDONMENT**

There shall be no abandonment of any property to the Underwriters.

## **24. INSPECTION AND AUDIT**

- 24.1. The Underwriters or their agents shall be permitted but not obligated to inspect the Property Insured at any time.
- 24.2. Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.
- 24.3. The Underwriters may examine and audit the Insured's books and records at any time up to two years after the termination of this Contract, as far as they relate to the subject matter of this Contract.

## **25. ASSIGNMENT**

Assignment or transfer of this Contract shall not be valid except with the prior written consent of the Underwriters.

## **26. RIGHTS OF THIRD PARTIES EXCLUSION**

- 26.1. This Contract is effected solely between the Insured and the Underwriters.
- 26.2. This Contract shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Contract.
- 26.3. This clause shall not affect the rights of the Insured.

## **27. CANCELLATION**

- 27.1. This Contract shall be non-cancellable by the Underwriters or the Insured except in the event of non-payment of premium where the Underwriters may cancel this Contract at their discretion in the manner set out below.
- 27.2. In the event of non-payment of premium this Contract may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or the Broker by registered, certified, or other first class mail, at the Insured's address as shown in this

Contract, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Contract shall terminate at the date and hour specified in such notice.

- 27.3. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**28. ARBITRATION**

- 28.1. Any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity of termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which rules are deemed to be incorporated by reference into this Condition
- 28.2. The number of arbitrators shall be three.
- 28.3. The following shall be as shown in the Risk Details:
- 28.3.1. The seat, or legal place, of arbitration.
  - 28.3.2. The language to be used in the arbitral proceedings.
  - 28.3.3. The governing law of the contract.
- 28.4. The parties shall bear the costs of the arbitrators in equal shares.

**29. SEVERAL LIABILITY**

The Underwriters' obligations under this Contract are several and not joint and are limited solely to their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

**30. LEGAL ACTION AGAINST UNDERWRITERS**

- 30.1. No one may bring a legal action against Underwriters unless:
- 30.1.1. There has been full compliance by the Insured with all of the terms of this Contract; and
  - 30.1.2. The action is brought within two (2) years after the expiry or cancellation of this Contract.
- 30.2. If under the insurance laws of the jurisdiction in which the Property Insured is located, such two (2) years limitation is invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

**31. MATERIAL CHANGES**

The Insured must notify the Underwriters of any change of circumstances which would materially affect this Contract. The Underwriters may then change the terms and conditions of this Contract.

**32. EXPERTS FEES**

This Contract includes, within the Limit of Liability, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the Property Insured following physical loss or physical damage covered under this Contract.

**33. LAW AND JURISDICTION**

This Contract shall be subject to the applicable law and jurisdiction shown in the Risk Details.

**34. SERVICE OF SUIT (USA)**

- 34.1. This Condition is only applicable to Insureds domiciled in the USA.



- 34.2. This Condition will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in the Arbitration Condition within this Contract. This Condition is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such arbitration provision for resolving disputes arising out of this contract of Contract.
- 34.3. It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Condition constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.
- 34.4. It is further agreed that service of process in such suit may be made upon underwriters representatives shown in the Risk Details and that in any suit instituted against any one of them upon this Contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
- 34.5. The above named are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
- 34.6. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Contract, and hereby designate the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

**35. SERVICE OF SUIT (NON-USA)**

- 35.1. This Condition is only applicable to Insureds domiciled outside the USA.
- 35.2. This Condition will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in the Arbitration provision in this Contract. This Condition is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to arbitration for resolving disputes arising out of this Contract.
- 35.3. It is agreed that:
- 35.3.1. this Contract shall be governed by the law shown in the Risk Details whose Courts shall have jurisdiction in any dispute arising hereunder. Nothing in this Condition constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction, or to seek a transfer of a case to another Court as permitted by the law governing the Contract.
- 35.3.2. Any summons, notice or process to be served upon Underwriters for the purposes of instituting any legal proceedings against them in connection with this Contract may be served upon Underwriter's representatives shown in the Risk Details who have authority to accept on their behalf.

36. **SANCTION LIMITATION AND EXCLUSION CLAUSE**

The Underwriters shall not be deemed to provide cover and the Underwriters shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose the Underwriters 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.

LMA3030A

05 October 2016

## **BUSINESS INTERRUPTION EXTENSION**

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Primary Policy to which this Extension is attached, and also to the FOLLOWING ADDITIONAL CONDITIONS, EXCLUSIONS AND LIMITATIONS, this Policy is extended to cover loss resulting from necessary Interruption of Business caused by Direct Physical Loss or Damage, as covered by the Primary Policy to which this Insurance is attached, to the Property Insured.

In the event of such Direct Physical Loss or Damage, the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary Interruption of Business, but not exceeding the reduction in Gross Earnings, as defined hereafter, less charges and expenses which are not necessary during the Interruption of Business, for a period not to exceed the length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged, commencing with the date of such Direct Physical Loss or Damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

### **CONDITIONS**

#### **1. Direct Loss or Damage**

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to Property Insured under the Primary Policy to which this Extension is attached and which gave rise to Interruption of Business.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Primary Policy which excludes liability for losses below a specified amount.

#### **2. Values Declared**

The premium for this Extension has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of the Policy and stated in the Schedule.

#### **3. Resumption of Operations**

If the Insured could reduce the loss resulting from the Interruption of Business,

(a) by complete or partial resumption of operation of the property,

and/or

(b) by making use of Merchandise, Stock (Raw, In Process or Finished), or any other property at the Insured's locations or elsewhere,

and/or

(c) by using or increasing operations elsewhere,

then such possible reduction shall be taken into account in arriving at the amount of loss hereunder.

#### **4. Expenses to reduce Loss**

This Extension also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Extension (except expenses incurred to extinguish a fire), and, in respect of manufacturing risks, such expense, in excess of Normal, as would necessarily be incurred in replacing any Finished Stock used by the Insured to reduce loss under this Extension; but in no event to exceed the amount by which loss under this Extension is thereby reduced. Such expenses shall not be subject to the application of any contribution clause.

### **EXCLUSIONS**

This Extension does not insure against:

1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured Interruption of Business, and then Underwriters shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;
3. loss of market or any other consequential loss.

### **LIMITATIONS**

1. The Underwriters shall not be liable for more than any specific Business Interruption Sum Insured for the length of time as would be required in respect of such loss, regardless of the number of locations suffering an interruption of business as a result of any one occurrence.
2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, by the perils insured against, the length of time for which the Underwriters shall be liable hereunder shall not exceed:
  - (a) thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,
  - (b) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, for the length of time as would be required.

### **DEFINITIONS**

1. Gross Earnings are for the assessment of premium and for adjustment in the event of loss defined as,

The sum of:

- (a) total net sales value of production or sales of Merchandise,

and

- (b) other earnings derived from the operations of the business,

less the cost of

- (c) Raw Stock from which production is derived,

- (d) supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock, or in supplying the services sold by the Insured,

- (e) Merchandise sold including packaging materials therefor,

- (f) materials and supplies consumed directly in supplying the service(s) sold by the Insured,
- (g) service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract,
- (h) the difference between the cost of production and the nett selling price of Finished Stock which has been sold but not delivered.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

2. Raw Stock

Material in the state in which the Insured receives it for conversion into Finished Stock.

3. Stock in Process

Raw Stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become Finished Stock.

4. Finished Stock

Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

5. Merchandise

Goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

6. Normal

The condition that would have existed had no loss occurred.

14/12/05

LMA5039

Form approved by Lloyd's Market Association

## **RENTAL INCOME EXTENSION**

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the following ADDITIONAL CONDITIONS AND EXCLUSIONS, this Policy is extended to cover loss resulting from necessary untenantability caused by Direct Physical Loss or Damage, as covered by the Policy to which this Extension is attached, to property insured by this Policy.

In the event of such Direct Physical Loss or Damage, the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary untenantability, but not exceeding the reduction in Rental Income, as defined hereafter, less charges and expenses which are not necessary during the period of untenantability, for only such length of time as would be required, with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property as has been destroyed or damaged, commencing with the date of such Direct Physical Loss or Damage and not limited by the expiration of this Policy.

For the purpose of this Extension "Rental Income" is defined as the sum of:

- (a) the anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured, and
- (b) the amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the Insured, and
- (c) the fair rental value of any portion of such property which is occupied by the Insured.

In determining Rental Income due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

## **CONDITIONS**

### **1. Direct Loss or Damage**

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to property insured under the Policy to which this Extension is attached and which gave rise to loss of Rental Income.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

### **2. Values Declared**

The premium for this Extension has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of the Policy and stated in the Schedule.

## **EXCLUSIONS**

This Extension does not insure against:

- 1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
- 2. increase in loss caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such results directly from the insured untenantability, and then the Underwriters shall be liable for only such loss as affects the Insured's income during, and limited to, the period of untenantability covered under this Policy;

3. any other consequential loss.

### **LIMITATIONS**

The Underwriters shall not be liable, for more than any specific Rental Income Sum Insured stated in the Schedule, in respect of such loss, regardless of the number of locations suffering an interruption of business as a result of any one occurrence.

14/12/05

LMA 5042 (amended)

Form approved by Lloyd's Market Association

## Additional Perils Extension

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Notwithstanding anything contained in this Policy to the contrary, and subject to the terms, definitions, exclusions and conditions of the Policy, the Underwriters agree to extend the coverage under the Policy as follows:

### Insuring Agreement

To cover the property as stated in the Schedule against physical loss or physical damage occurring during the period of this Policy caused by **Civil Commotion**, **Malicious Damage**, **Riot**, and **Strike**.

### Additional Definitions

With respect to coverage under this Extension only:

1. **Civil Commotion** means a substantial violent uprising by a large number of persons assembled together and acting with common purpose or intent;
2. **Malicious Damage** means the loss, damage or destruction of property caused by the actions of anyone intending to cause harm or mischief during the disturbance of the public peace;
3. **Riot** means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace;
4. **Strike** means a work stoppage to enforce demands made on an employer or to protest against an act or condition.

With respect to coverage under this Extension only, any reference in the Policy to the term "Occurrence", shall also include the terms **Civil Commotion**, **Malicious Damage**, **Riot**, and **Strike**.

### Additional Exclusions

The Underwriters are not liable to make any payment for any claims directly or indirectly arising from or related to the following:

1. loss by seizure or legal or illegal occupation, unless physical loss or physical damage is caused directly by **Civil Commotion**, **Malicious Damage**, **Riot**, or **Strike**;
2. loss or damage caused by measures taken to prevent, suppress or control an actual or potential **Civil Commotion**, **Malicious Damage**, **Riot**, or **Strike** unless the Underwriters have agreed in writing prior to such measures having been taken;
3. loss or increased cost as a result of threat or hoax;
4. any property whilst in transit and not on the Insured's premises.

### Additional Condition

#### **Other Insurance**

Coverage under this Extension is written as Primary and non-contributory to any other insurance.

The Underwriters acknowledge the existence of any policies arranged to apply in excess of the insurance provided by this Extension and it is agreed that notwithstanding anything contained in this Additional Condition, the insurance provided by such excess policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this Extension is concerned and shall be held to attach and cover only after the insurance under this Extension has been exhausted.



Sum Insured

USD 1,000,000 each occurrence and in the aggregate

The Underwriters hereon shall not be liable for more than the sum insured as stated above in respect of each occurrence subject always to the aggregate limit during the Period of Insurance as specified in the Schedule.

All other terms, conditions and exclusions otherwise remain unchanged