

# STATE INSURANCE

# OMPANY LIMITED

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## **RIOT AND STRIKE ENDORSEMENT**

Extending the Insurance under Policy \_

#### in the name of

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained) Loss of or damage to the property insured directly caused by:-

- 1.
- The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences 2.
- of any such disturbance. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out. 3.
- The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any 4. such act.

### SPECIAL CONDITIONS

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:-. CONDITION 5 (i)

- This insurance does not cover: (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
  (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
  (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any
- lawfully constituted authority. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. (d)

- (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material. PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the insured in respect of physical damaged to the property insured occurring before dispossession or during temporary dispossession.
  This insurance does not cover loss or damage directly or indirectly caused by or arising from or inconsequence of or contributed to by nuclear fuel to by ionizing 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 5 (ii) only combustion shall include any self-sustaining process of nuclear fission. (ii)

#### **CONDITION 6**

This insurance does not cover any loss or damaged occasioned by or through or in consequence, directly or indirectly, of any of the following

- (a) War, Invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
  (b) Mutiny, civil commotion assuming the proportions of amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

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 providing that such loss or damage is covered shall be upon the Insured. CONDITION 7

Unless otherwise expressly stated in the Policy this insurance does not cover:-

- Goods held in trust or on commission. (a) (b)
- Bullion or unset precious stones.
- (c) (d)
- Any curiosity or work of art for an amount exceeding \$100.00. Manuscripts, plans, drawings or designs, patterns, models or moulds. Securities, obligations, or documents of any kind, stamps, coined paper money, cheques, books of account or other business books. (e)

#### Explosives. CONDITION 10

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it in so far as the insurance applies to stocks in respects of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force. PROVIDED that it is hereby further expressly agreed and declared that-(1) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured are expressly insured.

- - against. The Special Conditions herein shall apply only to the insurance granted by the extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon. (2)

Date

Checked

SRCH 24/11/77