



Since 1985

বাংলাদেশ জেনারেল ইনসিওরেন্স কোম্পানী পিএলসি. **Bangladesh General Insurance Company PLC.**

Head Office : 42, Dilkusha Commercial Area, Dhaka-1000

Phone : 02223351090-91, 02223383056-58, Fax : 02223384212, Website: www.bgicinsure.com

Email: bgicinsurance@yahoo.com, bgicinsurance@gmail.com, info@bgicinsure.com

Fire Policy

IN CONSIDERATION of the insured named in the schedule hereto paying to Bangladesh General Insurance Company PLC. (hereinafter called "the Company") the premium mentioned in the said schedule.

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 said Schedule or any part of such Property insured be destroyed or damaged by Fire or Lightning whether accompanied by fire or not any time during the period of insurance stated in the schedule or during any further period of 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 destruction or the amount of such damage 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 or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company.

PROVIDED ALWAYS that the due observance and fulfilment of the terms, conditions and endorsement of this policy in so far 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.

CONDITIONS

1. If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained or any misrepresentation as to any fact, material to be known for estimating the risk or any omission to state such fact, the Company shall not be liable upon this policy, so far as it relates to property affected by any such misdescription, misrepresentation or omission
2. 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.
3. 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 and the particulars of such insurance or insurances be stated in or endorsed on this policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this policy shall be forfeited.
4. All insurance under this policy :
 - (i) on any building or part of any building;
 - (ii) on any property contained in any building;
 - (iii) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building (shall cease immediately upon any fall or displacement)
 - (a) of such building or of any part thereof;
 - (b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.

In any action, suit or other proceeding the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the insured.

5. (i) This insurance does not cover :-
 - a. Loss by theft during or after the occurrence of a fire.
 - b. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion, (except as may be provided in accordance with] Condition 7 (f) or by its undergoing any heating or drying process,
 - c. Loss or damage occasioned by or through or in consequence of
 - (1) The burning of property by order of any public authority.
 - (2) Subterranean Fire.
 - d. (i) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by 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 the Condition 5 (iii) Only combustion shall include any self sustaining process of nuclear fission.

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

- (a) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, terrorism.
- (d) Mutiny, riot, 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 or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege. Any loss or 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 occurrences, 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.

বীমা সম্পর্কিত যে কোন অভিযোগ জানাতে
বীমা উন্নয়ন ও নিয়ন্ত্রণ কর্তৃপক্ষ

7. Unless otherwise expressly stated in the policy this insurance does not cover:
 - a. Goods held in trust or on commission.
 - b. Bullion or unset precious stones.
 - c. Any curiosity or work of art for an amount exceeding Taka 2500/-.
 - d. Manuscript, plans, drawings or designs, patterns, models or moulds.
 - e. Securities, obligation or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books and/or computer system records.
 - f. Coal, against loss or damage occasioned by its own spontaneous combustion.
 - g. Explosives.
 - h. Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illumination or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this policy.
 - i. Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the clearing of lands by fire.
8. Under any of the following circumstances the insurance ceases to attach as regards the property affected 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.
 - a. If the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
 - b. If the building insured or containing the insured property become unoccupied and so remain for a period of more than 30 days.
 - c. If property insured be removed to any building or place other than that in which it is herein stated to be insured.
 - d. If the interest in the property insured pass from the insured otherwise than by will or operation of law.
9. This insurance does not cover any loss or damage to property, which at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any Marine policy or policies except in respect to any excess beyond the amount which would have been payable under the Marine policy or policies, had this insurance not been effected.
10. This insurance may be terminated at any time at the request of the insured in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the Insured in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancelment.
11. 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 several articles or items of property damaged or destroyed, and of the amount the loss or damage thereto 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.

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 the fire and the circumstances under which the loss or damage occurred, 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.
12. On the happening of any loss or damage to any of the property insured by this policy, the Company may :
 - (a) Enter and take and keep possession of the building or premises where the loss or damage has happened
 - (b) Take possession of or require to be delivered to if any property of the Insured in the building or on the premises at the time of the loss or damage:
 - (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same;
 - (d) Sell any such property or dispose of the same for account of whom it may concern

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 claims under the Policy or, if any claim is made until such claim is finally determined or withdrawn, and the Company shall not by any 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.
13. 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 willful 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 case of an arbitration taking place in pursuance of the 18th condition of this Policy) within three months after the Arbitrator or Arbitrators or umpire shall have made their award, all benefit under this policy shall be forfeited.
14. The Company may at its option reinstate or replace the Property damaged, or destroyed or any part thereof instead of paying the amount of the loss or damage or may join with any other Company or Insurers, in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss of damage, nor more than the sum insured by the Company thereon. If the company so elects, to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done or caused to be done by the Company with a view to reinstatement or replacement, shall be deemed an election by the Company to reinstate or replace. If in any case the company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment, of streets, or the construction of buildings or otherwise, the company shall, in every such case, only, be liable to pay such sum as would be requisite to reinstate or repair such property, if the same could lawfully be reinstated to its former condition.
15. The Insured shall, at the expenses of the Company do, and concur in doing, and permit to be done, all such, acts and things as may be necessary or reasonable 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 required before or after his indemnification by the Company.
16. 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.
17. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss according. Every item, if more than one, of the policy shall be separately subject to this condition.
18. If any difference shall arise as to the amount to be paid under this policy (liability being other wise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provision in that behalf for the time being in force and where a case is referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company.
19. In no case whatever, 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.
20. Every notice and other communication to the Company required by these conditions must be written or printed.
21. Loss of or damage to Plinths and/or Foundations and/or Pavements is excluded from this insurance.
22. When so authorised by the Company the officers of the Company, shall have an access at any time to the risks and/or the premises.



বাংলাদেশ জেনারেল ইনসিওরেন্স কোম্পানী লিমিটেড
Bangladesh General Insurance Company Ltd.

Head Office : 42, Dilkusha Commercial Area, Dhaka-1000

Since 1985

Phone: 02223380379, PABX: 02223383056-58, Fax : 02223384212, Website: www.bgicinsure.com

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Original
0441

Branch Name : Savar Branch

Account : Fire

Money Receipt No. : 8

Money Receipt Date : 06/01/2026

Received with thanks from NRBC Bank PLC. Nayabazar Branch, 31, Nawab Yousuf Road, Nayabazar, Kotwali Dhaka-1000 A/c. M/s. Atashi Fashion Limited, Joytura, Dhamrai, Dhaka BDT 5,55,399.00 (Five Lac Fifty Five Thousand Three Hundred Ninety Nine) by Pay Order No. 5544554 dated 05/01/ 2026 drawn on , against document No. # BGIC/SAV/FP-0002/01/2026.

PREMIUM	BDT	555,399.00
VAT@15%	BDT	0.00
STAMP DUTY	BDT	0.00
GRAND TOTAL	BDT	555,399.00



Officer


Authorised Officer
Md. Habibul Islam
Sr. Ex. Vice President
Bangladesh General Insurance Co. Ltd.
Savar Branch, Savar, Dhaka

IDRA URL :

The Schedule

Issuing Office & Address :	Savar Branch, 121, Sugonda Supar Market (4th Floor), Aricha Road, Savar, Dhaka.		
The Company :	Bangladesh General Insurance Company PLC.		POLICY NUMBER:
The Insured & Address :	NRBC Bank PLC., Nayabazar Branch, 31, Nawab Yousuf Road, Nayabazar, Kotwali, Dhaka-1000 as M'gees A/c. M/s. Atashi Fashion Limited, Joypura, Dhamrai, Dhaka as M'gors .		BGIC/SAV/FP-0002/01/2026
Sum Insured (BDT)	Premium Rate	Premium (BDT)	The Period of Insurance
33,42,65,800.00	Fire @ 0.1500%	5,01,399.00	From : 05/01/2026
	R&SD @ 0.0900%	9,000.00	
	Electrical Clause B @ 0.360 % (On Tk.1,25,00,000.00)	45,000.00	To : 05/01/2027
	Net Premium	5,55,399.00	UNTIL 4 P.M. (B.S.T)
	Gross Premium:	5,55,399.00	
Description of the Property Insured			Sum Insured (BDT)
<p>The following interest being the property of the insured or held by them in trust in deposit and/or commission or on joint account with other(s) for which they are legally liable for loss or damage by the perils mentioned hereunder:</p> <p>Property Insured : Covering the risk on Atashi Fashion Ltd Machinery, Generator 4 nos, Electric Panel Board, Furniture & Fixture, Office Equipment & On Stock Of Yarn,Raw Materials, Finished Goods, Electric Goods Etc (As Per Schedule Attached)Only</p> <p>Risk(s) Covered : Fire &/or Lightning, Riot and Strike Damage, Electrical Clause B only</p> <p>Construction : 1st Class</p> <p>Owner & Occupied : The Insured.</p> <p>Occupation : 100% Export Oriented Sweater Industry</p> <p>Situation : JOYPURA,DHAMRAI,DHAKA,BANGLADESH.</p> <p>This insurance is also extended to cover the following risks as per respective clause attached hereto:</p> <p>Subject to Mortgage Clause.</p> <p>Subject to General Tariff Warranty "W" and Conditions 1 to 6 as per Form "A" attached hereto.</p> <p>Subject to Riot & Strike Endt. as per form 11(a)/NE-4 (Average).</p> <p>Subject to Electronic Data Endorsement "B" Clause attached hereto</p> <p>Subject to Electrical Clause 'B'</p> <p>Subject to Fire Circular No. F-81/06 (Section b & c) attached here to.</p>			33,42,65,800.00
Taka In Word: Thirty Three Crore Forty Two Lac Sixty Five Thousand Eight Hundred Only			Tk. 33,42,65,800.00

IN WITNESS WHEREOF the undersigned acting on behalf of and under the authority of the company has hereto set his hand at Savar Branch on this day of January 6, 2026

MR. No . 8 & Date : 06/01/2026


FULLY REINSURED WITH SADHARAN BIMA
CORPORATION AND FOREIGN REINSURER
AS PER REINSURANCE TREATY

For & on behalf of

Bangladesh General Insurance Company PLC.



PID 0441


 Authorized Officer
Md. Habibul Islam
 Sr. Ex: Vice President
 Bangladesh General Insurance Co. Ltd.
 Savar Branch, Savar, Dhaka

MORTGAGE CLAUSE

Attached to & Forming part of the

Policy No. _____

- 1. (a) It is hereby declared and agreed :
 - (1) That upon any moneys becoming payable under this Policy the same shall be paid by the Company to the Financial Institution and such part of any moneys so paid as may relate to the interest of other parties insured hereunder shall be received by the Financial Institution as agents for such other parties.
 - (2) That the receipts of the Financial Institution shall be a Complete discharge of the Company there for and shall be binding on all parties insured hereunder :
 - (3) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any matter arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made of given or made to the financial Institution.
 - (4) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the company and the insured or any of them arising under or in connection with the policy if made by the Financial Institution shall be valid and binding on parties insured hereunder but not so as to impair the right of the Financial Institution to recover the full amount of any claim it may have on other parties insured hereunder and
- 1. (b) That this insurance so far only as it relates to the interest of the Financial institution therein shall not cease to attach to any of the insured property by reason of the operation of Clause-8 of the conditions endorsed on the policy except where a breach of such clause has been committed by the Financial institution of its duly authorised agents or servants and this insurance shall not be invalidated by any act or commission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or in any building hereby insured or any building in which the goods insured under the policy or stored without the knowledge of the financial institution, provided always that the financial institution shall notify the Company of any change of ownership or alteration or increase of the hazard not permitted by this insurance as soon as he same shall come to its knowledge and shall on demand pay to the company the necessary additional premium from the time when such increase of risk first took place, And it is further agreed that whenever the Company shall pay the financial institution any sum in respect of loss or damage under this policy and shall claim that as to the mortgage of owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the financial institution to the extent of such payment but not so as to impair the right of the financial institution to recover the full amount or any claim it may have on such mortgage or owner or any part or other parties insured hereunder or from any securities or funds available.

BGIC-U-04,20,000-18-08-2024

FORM-A
ATTACHED TO POLICY NO

- Godowns A. Warranted that, during the currency of this policy, no goods other than piece-goods, umbrellas, umbrella fitting, yarns and/or twist and all textile fabrics in bales and/or cases and/or metals in blocks, slabs or otherwise unmanufactured and/or ores, be stored in the building(s) to which this insurance applies. Pieces and parcels of old iron and other metals which can no longer be used as manufactured goods and are to be melted and worked up again, may be deemed to be and be rated as Metals in blocks or slabs."Tin and Terne
- B. Warranted that, during the currency of this policy, neither hazardous goods be stored nor hazardous trade or process be carried on in the building (s) to which this insurance applies.
- C. Warranted that, during the currency of this policy, no cotton and other vegetable fibre, in other than fully pressed bales, Jute, coir, celluloid or celluloid goods or inflammable liquid having a flash point below 150 F (close test) or kerosene, be stored in the building (s) to which this insurance applies.
- Retail Premises D. Warranted that, during the currency of this policy, no hazardous goods be contained in the building (s) to which this insurance applies.
 The presence of hazardous goods not exceeding 1 percent of the total value of the stock (or, in the case of a building embracing a number of retail shops, not exceeding 1 percent of the value of the stock in each shop) shall not be deemed a breach of this warranty provided that the 1 percent allowance shall in no instance
- E. Warranted that, during the currency of this policy, no inflammable liquid having a flash point below 150 F (close test) or Kerosene be contained in the building (s) to which this insurance applies or in any building (s) communicating therewith. The presence of such inflammable liquid or Kerosene not exceeding 1% of the total value of the Stock (or, in the case of building embracing a number of retail shops not exceeding 1% of the value of the Stock in each shop) shall not be deemed a breach to the warranty provided that the
- F. warranted that, during the currency of this policy, no inflammable liquid having a flash point below 150 F (close test) or kerosene be stored in excess of forty gallons which quantity must always be Kept in property closed tins.
- Domestic Premises and the like G. Warranted that, during the currency of this policy, no portion of the premises herein described, be used for the manufacture or the deposit of merchandise.
- H. Warranted that, during the currency of this policy, the said stove and/or fire place be securely set in masonry or concrete and protected by a metal fender, the flue or chimney being of yucca or iron construction and free
- Silent risks J. Warranted that, during the currency of this policy, the said premises are silent, no part of the machinery being used for the purpose of manufacture, all raw material, stock in process and finished goods being removed

INDUSTRIAL AND/OR MANUFACTURING RISK

- Night work Electric Light X. Warranted that, during the currency of this policy, no process of manufacture be carried on between the hours of 10.00 P.M. and 6.00 A.M. (B.S.T).
- Y. Warranted that, during the currency of this policy, no process of manufacture be carried on by artificial light, other than electric light.

FURTHER WARRANTED THAT:

- General warranties 1. No kutcha timber built or thatched building be situated within 50 feet of the said building (s) unless the opposing wall be of burnt bricks or stones, having no opening or having such openings protected by iron door and/or shutters.
2. No part of the said building (s) be used as wholesale or retail sale shop.
3. Smoking and cooking be strictly prohibited in or around the said premises except in places specially set a part for such purposes only
4. No coal, cook, firewood and/or other fuel and/or hay strove, fodder and/or similar other hazardous goods be stored and/or stacked in the open and/or in open shed within 50 feet of the property insured hereby.
5. Insurances in other offices allowed; particulars of which to be declared in the event of loss.
6. In case of any claim arising in respect of the proproperty hereby insured the same shall be settled and paid in Bangladesh and the entire causes of action shall also be deemed to arise in Bangladesh and further that all legal proceeding in respect of any such claim be instituted in competent court in Bangladesh only.

BGIC-U-21-20,000-15-01-2025

ELECTRONIC DATA ENDORSEMENT-B

1. Electronic Data Exclusion

Notwithstanding any Provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or loss of use, reduction in functionality cost, expense of whatsoever nature resulting therefrom, regardless of any other cause of event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses', Worms and time or logic bombs'

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

2. Electronic data Processing Media Valuation

Notwithstanding any Provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **ELECTRONIC DATA** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **ELECTRONIC DATA**. If the media is not repaired, replaced or restored the basis on valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such **ELECTRONIC DATA** to the Assured or any other party, even if such **ELECTRONIC DATA** cannot be recreated, gathered or assembled

BGIC-U-160-50000/06/10/2015

8

FIRE
RIOT AND STRIKE ENDORSEMENT FORM 11 (a) NE 4 (Average)

ENDORSEMENT NO. EXTENDING THE INSURANCE under Policy No.
Of the
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 Condition 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 of lock-out or not) not being an occurrence mentioned in condition 6 of the Special Conditions here of.
2. The action of any lawfully-constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

SPECIAL CONDITIONS

For the purposes of this Endorsement but not other-wise 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, commanding or requisition by any lawfully constituted authority.
- (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material

PROVIDED Nevertheless that the company is not relieved under (c) or (d)

above of any liability to the insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- (ii) This Insurance does not cover any loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations of contamination by radio-activity from any nuclear fuel or from any unclear waste from the combustion or unclear fuel.

For the purpose of this condition 5 (ii) only combustion shall include any self sustaining process of nuclear fission.

CONDITION 6. This insurance does not cover any loss or damage occasioned by or through or in consequences directly or indirectly of any of the following occurrence namely:-

- (a) War, Invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popularising, 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 provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered

CONDITION 7. Unless otherwise expressly stated in the policy this insurance does not cover:

- (a) Goods held in trust or in commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding Tk 200/-
- (d) Manuscripts, plans, drawings or designs, patterns models or moulds.
- (e) Securities obligations or documents or any kid stamps, coined or paper money, cheque books of account or other business books.
- (f) Explosives.

CONDITION 10. This insurance may at any time be terminated by the Company on that effect being given to the insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation, if the insurance be terminated at the request of the insured the Company shall not be liable to repay the premium or any part of its except in so far as the insurance applies to stocks in respect of which the insured shall retain a premium calculated according to its customary short period scale for the time the said Insurance has been in force.

CONDITION 17. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

PROVIDED that It is hereby further expressly agreed and declared that :

(1) All the conditions of this policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above special conditions and any reference to fire in the conditions of the policy shall be deemed to include the perils hereby insured against,

(2) The special conditions herein shall apply only to the insurance granted by this extension and the conditions of the policy shall apply in all respects to the insurance granted by the policy as if this Endorsement had not been made thereon.

SCHEDULE AND CLAUSES
ATTACHED



বাংলাদেশ জেনারেল ইনসিওরেন্স কোম্পানী পিএলসি.
Bangladesh General Insurance Company PLC.

