

DEFERRED LOSS SETTLEMENT CLAUSE

It is agreed between the Insurer and the Insured as follows:

1. The Insurer shall only be liable under this policy for fifty percent (50%) of the amount otherwise payable in respect of any building damaged or destroyed by the perils insured under the applicable wording.
2. Notwithstanding the above limitation the Insurer will pay to the Insured up to an additional fifty percent (50%) of such amount otherwise payable with interest on such additional payment at the completion of proofs of loss, and when within nine months of the date of the damage or destruction the Insured furnishes evidence satisfactory to the Insurer that the Insured has expended in repairing or rebuilding such building on or within three (300) hundred feet (90 metres) of its site, a sum not less than the total sum claimed by the Insured under clause (1) and (2) hereof.
3. In the event the Insured does not repair or rebuild in accordance with the provisions of clause (2) hereof the Insurer shall have no liability in respect of loss beyond that set out in clause (1) hereof, but the Insured shall be entitled to a refund of fifty percent (50)% of the premium paid in respect of the said building on written request therefor.
4. In the event of there being other insurance covering any building included in this policy, the Insurer shall not be liable for more than the above percentages of its rateable proportion of the loss, which shall be payable to the Insured at the times and subject to the same terms and additions as set out above.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.

