

Involuntary settlement clause

It is understood and agreed that in the event that new property of like kind and quality is not obtainable, property which is as similar as possible to that which has sustained damage and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new property, the Company will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace equipment which has sustained damage and undamaged existing equipment at the same or an interdependent location.

Provided always that

- a) damage was directly caused
- b) the Company shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the damage
- c) the Company shall be liable for only the difference between
 - i) the highest sales value of the undamaged existing equipment at the same or interdependent location, and
 - ii) the installed cost of the technologically current equipment