

# **BUSINESS PROTECT INSURANCE POLICY WORDING**

Everything you need to know.





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## INTRODUCTION

Dear Policyholder,

Thank you for choosing us to take care of your insurance. You are now insured with one of the world's leading insurance groups that write business in 140 countries and serve over 17 million customers worldwide. This policy is designed to help you check your cover and to reassure you that RSA will give you all the protection you need for the year ahead. We take pride in the claims service we offer to our customers.

Please take a moment to read your policy wording, which gives you the details of what this policy does and does not cover. The policy wording, your schedule, annexure to the schedule, any endorsements and insurance certificates are all part of your policy. Please read all the documents carefully to understand the terms and conditions and that the covers you require are being provided.

Please keep these documents in a safe place. If you would like to change your level of cover or have any other queries, contact your RSA insurance advisor or appointed agent or broker.

We would like to welcome you to RSA and wish you a safe and hassle-free year.

**THE CUSTOMER SERVICE TEAM**  
**RSA UAE**

## COVER AT A GLANCE

### BUSINESS COMPREHENSIVE INSURANCE PLUS POLICY

Subject to the payment of your Premium, we will provide the cover you have selected subject to the exclusions, conditions and limitations stated in the policy.

The following is a summary only of the types of cover available and does not form part of the terms of your

insurance. We give examples of some of the significant benefits and risks but you need to read the policy wording part of this document which sets out the terms and conditions of this insurance, to make sure it matches your expectations.

TYPES OF COVER	COVER SUMMARY
Property All Risks Insurance – Material Damage	Covers accidental loss or damage caused to your business property i.e. contents, furniture, fixtures, fittings, tenants' improvements and stock.
Property Business Interruption – Loss of Profits	Covers loss of business profits/ loss of business income, caused by an accident payable under the Property All Risks section and results in a reduction in turnover.
Public Liability Insurance	Covers your legal liability to third parties for bodily injury or property damage.
Workmen's Compensation Insurance / Employers' Liability	Provides compensation, including medical and repatriation expenses, arising out of death or injury to your employees, during and in the course of employment, as per the United Arab Emirates Federal Labour Laws.
Money Insurance	Covers your money/cheques held in your premises/safe and during transit to banks.
Fidelity Guarantee Insurance	Covers you against fraudulent misappropriation of money or goods by your employees.
Personal Accident Insurance	Covers accidental bodily injury to employees resulting in death, permanent or temporary total and partial disablement
Extended Coverage	RSA has provided extended coverage in some of the insurances policies. Please refer to the additional covers under each of the policies, mentioned in your policy schedule.

### IMPORTANT NOTICE

1. The insurance cover under this policy is given on the basis of information submitted to us. Please read this document carefully. If it contains any information that is incorrect, please notify us immediately, otherwise you may receive no benefit in the event of a valid claim. If the information, which you subsequently provide us, differs materially from the information set out in the form, we may offer cover on different terms or decline it altogether.
2. Please be reminded that you must fully and faithfully declare to us the facts as you know or ought to know, otherwise you may receive no benefit from the policy.

## MAKING A CLAIM

You must follow these procedures if something happens which causes loss or damage or injury, which may lead to a claim. If you do not, we may refuse your claim or reduce the amount we pay you.

### WHEN LOSS OR DAMAGE OCCURS YOU MUST

1. Take all reasonable steps to reduce the loss or damage and to prevent further damage.
2. Immediately make a full report to the police if:
  - (a) you know or suspect that property has been stolen.
  - (b) someone has broken into your premises.
  - (c) someone has caused malicious damage to your property.
3. Not make any admission of liability, offer, promise or payment.
4. Promptly inform us by telephone or in person.
5. Preserve any damaged property or parts and make it available for inspection by our representative or agent (including a loss adjuster).
6. Not authorise the repair or replacement of anything without our agreement.

### IF YOU WANT TO MAKE A CLAIM YOU MUST

On the discovery of any circumstance which may give rise to a claim under this policy you must:

1. Notify us in writing immediately.
2. Give immediate notice to the police authority in respect of loss or damage caused by malicious persons or thieves.
3. Carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction or damage and to minimise or check any interruption of or interference with the business or to avoid or diminish the loss.

4. As soon as possible, after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

5. Within 30 days after the circumstances or event or of the expiry of the indemnity period or such further time as we may allow at your own expense, deliver to us:

- (a) full information in writing of the claim.
- (b) details of any other insurance relating to the claim.
- (c) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details.
- (d) if demanded, a statutory declaration of the truth of the claim and of any matter connected with it.

In relation to liability insurance, every letter, claim, writ, summons and process shall be forwarded to us immediately on receipt. You shall also give us written notice immediately of knowledge of any prosecution or inquest in connection with any occurrence, which may give rise to liability under this policy.

If the terms of this condition have not been complied with:

1. No claim under this policy shall be payable.
2. Any payment on account of the claim already made shall be repaid to us immediately.

### PROCEEDINGS AND NEGOTIATIONS

1. We control all claims.
2. We require that you give us all information and assistance we may need:
  - (a) To settle or defend claims.
  - (b) To recover from others any amount we have paid for a claim.

## MAKING A CLAIM

3. You must allow us to:

- (a) Make admissions, settle or defend claims on your behalf.
- (b) Take legal action in your name against another person to recover any payment we have made on a claim.

### SUBROGATION

If we make or agree to make a payment under this policy, we are subrogated to all your rights of contribution, indemnity or recovery. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without our prior written consent. You must do all things and execute all documents to enable us to sue in your name for such contribution, indemnity or recovery.

### DISCHARGE OF OUR LIABILITIES

At any time we can pay to you or on your behalf, for all claims made against you for any one occurrence:

1. The limit of liability of the section under which the claim is made, after deducting any amounts already paid.
2. Any lower sum for which the claim may be settled. If we do so:
  - (a) The conduct of any outstanding claim(s) will become your responsibility.
  - (b) We will not be liable to pay any further amounts other than costs, charges or expenses that we agreed to pay before we made the payment referred to above.

### LIMITS AND EXCESS

1. We will not pay more than the limit of liability in respect of any claim:
  - (a) other than those benefits that are identified as payable in addition to the sum insured.
  - (b) unless we agree in writing to pay legal costs or expenses in relation to a claim.
2. You must pay the amount of any excess shown in the schedule for each claim you make. Payment of your excess may be requested when you lodge your claim form or may be deducted from our payment to you.

3. If you suffer damage which leads to a claim under more than one section of this policy:

- (a) the highest applicable excess is payable.
- (b) only one excess is payable.

### INSPECTION AND SALVAGE

1. You must give us access to your property and premises or make them available to us for inspection if you make a claim.
2. You must allow us to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property, you cannot abandon your responsibilities for the property.

### OTHER INSURANCES

At the time you make a claim, you must give us written notice of any other insurance covering the property or legal liability which may also apply to your claim.

### CONTRIBUTION

When a loss paid under this policy is also recoverable under another policy and we have paid more than our rateable share, we reserve the right to seek contribution from the other insurer or insurers.

### FALSE CLAIMS

If you or someone acting on your behalf makes a false claim, or causes loss or damage deliberately, we may refuse to pay the claim, cancel this policy, or take legal action against you.

## MAKING A CLAIM

### RIGHTS OF THE COMPANY

1. On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this policy, we and every person authorised by us may without thereby incurring any liability and without diminishing our right to rely upon any conditions of this policy, enter, take or keep possession of the building or premises where the loss, destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of your leave and license to us to do so. If you or anyone acting on your behalf shall not comply with our requirements or shall hinder or obstruct us in doing any of the above-mentioned acts then all benefit under this policy shall be forfeited. You shall not in any case be entitled to abandon any property to us, whether taken possession of by us or not.
2. No admission, offer, promise payment or indemnity shall be made or given by or on behalf of you without our written consent who shall be entitled to take over and conduct in your name the defense or settlement of any claim or to prosecute any claim in your name for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
3. You shall give all such assistance as we may require.



## MAKING A CLAIM

### CLAIMS PROCEDURES

Sections	In the event of a claim, notify RSA immediately with:	Required documents:
Section: Property All Risks – Material Damage	<ul style="list-style-type: none"> <li>• Incident Report</li> <li>• Details of Property Affected</li> <li>• An Indication of the Approximate Cost of Repairs/ Replacement</li> </ul>	<ul style="list-style-type: none"> <li>• Estimates/Quotation</li> <li>• Invoice/Bills/Receipts</li> <li>• Police Report</li> </ul>
Section: Money	<ul style="list-style-type: none"> <li>• Incident Report</li> <li>• Details of Claim</li> </ul>	<ul style="list-style-type: none"> <li>• Police Report</li> </ul>
Section: Workmen's Compensation/ Employer's Liability Insurance	<ul style="list-style-type: none"> <li>• Duly Completed Claim Form</li> <li>• Original Medical Bills</li> <li>• Original Medical Leave Certificate</li> <li>• Original Medical Report/Disability Report</li> </ul>	In case of death: <ul style="list-style-type: none"> <li>• Death Certificate</li> </ul>
Section: Public Liability	<ul style="list-style-type: none"> <li>• Incident Report</li> <li>• Details of Any Parties Involved</li> <li>• Extent of Injury/Damage to Property</li> </ul> <p>Important Note:</p> <ul style="list-style-type: none"> <li>• No admission, offer, promise payment or indemnity shall be made or given by or on your behalf without our written consent</li> <li>• Every letter, claim, writ or summons or process shall be forwarded to us upon receipt</li> </ul>	
Section: Property Business Interruption – Loss of Profits	<ul style="list-style-type: none"> <li>• Incident Report</li> </ul>	
Section: Fidelity Insurance	<ul style="list-style-type: none"> <li>• Incident Report</li> <li>• Details of Claim</li> </ul>	<ul style="list-style-type: none"> <li>• Police Report</li> </ul>
Section: Personal Accident	<ul style="list-style-type: none"> <li>• Duly Completed Claim Form</li> <li>• Original Medical Bills</li> <li>• Original Medical Leave Certificate</li> <li>• Original Medical Report/Disability Report</li> <li>• Police Report in Case of Road Accident</li> </ul>	In case of death: <ul style="list-style-type: none"> <li>• Death Certificate</li> </ul>

# GENERAL POLICY CONDITIONS

The following general conditions apply to all sections of this policy.

## YOUR OBLIGATIONS

You are to:

1. Take all reasonable precautions to avoid or minimise loss, damage, disablement or liability.
2. Maintain all business premises, fittings, appliances and equipment in sound condition.
3. Comply with all statutory obligations, by-laws and regulations imposed by any public authority, for the safety of persons or property.
4. Obtain certificates of inspection for all equipment required by any statute or regulation to be so certified.
5. Take all reasonable precautions to keep the premises and the property insured secured.
6. Remove all keys including duplicate keys relative to the security of the premises and to any safe or strong-room on the premises from such secured premises when they are closed for business or are left unattended.
7. If you discover your products may be defective and the defect may cause a claim under the public or products liability cover sections, at your expense you must take reasonable steps to restrict, trace, recall, modify, replace or repair the products.
8. Maintain and look after other person's or organisation's property and buildings used or occupied by you, in accordance with your agreement with them.
9. Use and store all hazardous materials as required by law.

## CONTRIBUTION

If, at the time of any loss, damage, liability or injury, there is any other existing insurance, whether effected by you or by any other person or persons covering the same property, we will not be liable to pay or contribute more than our rateable proportion of such loss, damage or liability. This condition does not apply to the Group Personal Accident section.

## MISREPRESENTATION AND NON-DISCLOSURE

If:

1. You failed to disclose any matter which you were under a duty to disclose to us, or
2. You made a misrepresentation to us before the contract of insurance was entered into, and as a consequence, we would not have entered into the contract for the same premium and on the same terms and conditions expressed in this policy, then our liability in respect of any claim shall be reduced to an amount to place us in the same position in which we would have been placed if the failure to disclose had not occurred or the misrepresentation had not been made. If the nondisclosure or misrepresentation was fraudulent, we may avoid this policy.

## ALTERATION

Unless our written consent is obtained, we will not cover loss, damage or liability caused or contributed to by any alteration after the commencement of this policy:

1. In the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting the building insured or containing the property insured is changed in such a way as to increase the risk of damage or the likelihood of liability losses.
2. Whereby your interest ceases by will or operation of law.
3. Whereby the business is wound up or carried on by an insolvency practitioner or permanently discontinued.

If you alter the risk in any of these ways, we may cancel your policy.

## PREMIUM ADJUSTMENT

If any part of the premium is based on estimates provided by you, then you shall keep an accurate record containing all relevant particulars and shall allow us to inspect such records. You shall, within one month after the expiry of each period of insurance, provide such information as we may require. The premium shall then be adjusted and the difference paid by or allowed to you.

## CANCELLATION

1. You may cancel this policy at any time by giving 30 days' notice in writing to us at the address shown in the schedule. You shall be entitled only to a return premium in accordance with our usual short period scale or on pro-rata basis of calculation, provided that no claim has been made in the then current period of insurance.

## GENERAL POLICY CONDITIONS

2. We may cancel this policy by giving you a written notice to that effect where you have:

- (a) failed to comply with the duty of utmost good faith.
- (b) failed to comply with the duty of disclosure at the time when the policy was entered into.
- (c) made a misrepresentation to us during the negotiations for the policy before we entered into the policy.
- (d) failed to comply with a provision of the policy.
- (e) failed to pay the premium or failed to pay any installments for longer than one month.
- (f) made a fraudulent claim under this policy or any other policy of insurance (whether with us or some other insurer) that provided insurance cover during any part of the period during which this policy of insurance provides insurance cover.
- (g) failed to notify us of any specific act or omission where such notification is required under the terms of this policy.

3. When we cancel the policy, we will give written notice of 30 days and will repay on demand a premium for the unexpired period of insurance from the date of cancellation, in accordance with our usual short period scale or on pro-rata basis of calculation, provided that no claim has been made in the then current period of insurance.

### TRANSFER OF INTEREST

No interest in this Policy can be transferred without our written consent.

### LAW APPLICABLE

Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of the policy shall be governed and construed with the laws of the United Arab Emirates and shall be resolved within the non-exclusive jurisdiction of the courts of the United Arab Emirates.

### COMPLIANCE WITH POLICY TERMS

Our liability will be conditional upon you complying with the terms of this policy.

### ARBITRATOR

All differences arising out of the policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been appointed in writing by the arbitrators. The umpire shall sit with the arbitrators and preside at their meetings.

The making of an award shall be a condition precedent to any right of action against us.

### AVERAGE

Whenever a sum insured is declared to be subject to average, if the property covered thereby shall at the time of loss or damage be collectively of greater value than such sum insured, then you shall be considered as being the insured's own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

### ACCOUNTANCY RECORDS

You must provide to us all books of account, business books and other documents as may be required to investigate or verify claims. If you do not, we may refuse to pay or may reduce the amount of a claim.

### NON-VALIDATION

This section shall not be invalidated by

1. Any act or omission or by any alteration unknown to or beyond your control by which the risk of damage is increased, provided that, you shall give notice to us (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
2. Workmen on the premises carrying out repairs, general maintenance work or minor structural or other alterations.

### BANKRUPTCY OR INSOLVENCY

In the event that you should become bankrupt or insolvent, we shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency. In case of execution against you of any final judgment covered by this policy being returned 'unsatisfied' by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against us in the same manner, and to the same extent as you but not in excess of the limit of liability.

# PROPERTY ALL RISKS INSURANCE – MATERIAL DAMAGE

**Cover for contents including furniture, fixtures, decorations, office and business equipment any one occurrence and in the aggregate.**

In consideration of the Insured having paid or agreed to pay to the company the first premium mentioned in the Policy Schedule.

The Company hereby agrees subject to the terms exceptions limits and conditions contained herein or endorsed hereon (hereinafter referred to as 'the Terms of the Policy') that if during the period of insurance or during any further Period in respect of which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required the Property Insured or any part thereof shall be accidentally physically lost destroyed or damaged the Company will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at their option reinstate or replace such property or any part thereof.

## PROVIDED THAT

1. the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.
2. the liability of the Company individually in respect of such loss destruction or damage shall be limited to the proportion set against its name.

## EXCEPTIONS

The Company will not indemnify the Insured in respect of

1. (a) electrical or mechanical breakdown failure or derangement of plant machinery or equipment.
- (b) deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system.
- (c) subsidence ground heave landslip erosion settling or cracking

Unless either (i) caused by.

- fire lightning
- explosion

(for the purposes of this Exception "explosion" shall not mean the bursting or disruption of turbines compressors transformers rectifiers switchgear engine cylinders hydraulic cylinders fly-wheels or other moving parts subject to centrifugal force or boilers economisers or other vessels machinery or apparatus in which pressure is used)

- aircraft or other aerial devices or articles dropped therefrom
- impact by vehicles watercraft locomotives or rolling stock
- earthquake
- riot or malicious acts (other than any act excluded by reason of Exception 6 (b) herein)
- strikes locked-out workers or persons taking part in labour disturbances
- storm, Tempest and Flood

Or (ii) resulting in

the occurrence of any of the events in (i) above then the Company will only indemnify the Insured under the Terms of the Policy in respect of the resultant loss destruction or damage

2. loss destruction or damage to
  - (a) property in course of manufacture alteration or repair if such loss destruction or damage is sustained while the property is being actually worked on and directly resulting from such work.
  - (b) property in course of construction or erection or property not yet handed over by signed certificate of acceptance/completion.
  - (c) boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.
  - (d) plant machinery or equipment during installation dismantling or the stripping down and assembly in respect of any re-siting operations.
  - (e) electrical equipment or wiring caused by electrical current (other than lightning).
  - (f) money cheques stamps, bullion or unset precious stones negotiable instruments evidence of debt and securities of all kinds.
  - (g) animals growing plants crops or standing timber.
  - (h) land and enclosures, dams reservoirs piers wharves jetties or tunnels bridges

## PROPERTY ALL RISKS INSURANCE – MATERIAL DAMAGE

(i) constructional plant and equipment and any vehicle licensed for road use railway locomotives and rolling stock water craft or aircraft or property contained in water craft or aircraft.

(j) property whilst in transit other than at any Premises described in the Schedule or property which at the time of the happening of such destruction 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 of any excess beyond the amount which would have been payable under the Marine Policy of Policies had this insurance not been effected.

(k) documents manuscripts business books or computer systems records for the value to the Insured of the information contained therein.

However the Company will indemnify the Insured in respect of loss destruction or damage to

(a) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up.

(b) computer systems records but only for the value of the materials together with the costs and expenses necessarily incurred by the Insured in reproducing such records (excluding any cost or expense in connection with the production of information to be recorded therein).

(l) property held in trust or on commission unless specifically covered under the Policy.

3. (a) loss of use or consequential loss of any kind or description whatsoever.

(b) loss resulting from dishonesty fraudulent action trick device or other false pretence.

(c) loss resulting from theft unless accompanied by violence to persons or threat of violence or forcible and violent entry to or exit from the premises.

(d) loss resulting from unexplained or mysterious disappearance or shortage revealed at any periodic inventory or shortages in the supply or delivery of materials or loss or shortage due to clerical or accounting error.

(e) the cost of replacing or rectifying defective materials workmanship design or defect or omission in design plan or specification.

(f) contamination pollution inherent vice wear and tear corrosion rust vermin fungus rot gradual deterioration deformation or distortion shrinkage evaporation loss of weight change in flavour colour texture or finish or action of light.

(g) the cost of normal upkeep or normal making good.

(h) the freezing or solidification of molten material.

4. loss destruction or damage by storm tempest water sand, dust hail frost or snow to property

(a) in the open (other than buildings structures and plant designed to exist and operate in the open).

(b) contained in open-sided buildings.

Unless so described and specifically insured as a separate item in the Schedule.

5. the amount stated in the Schedule as the Deductible in respect of each and every occurrence or a series of occurrences consequent on or attributable to one source or original cause giving rise to loss destruction or damage the subject of indemnity under this Policy

6. any loss destruction or damage directly or indirectly occasioned by or through or in consequence of

(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 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.

(c) (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority.

(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person.

# PROPERTY ALL RISKS INSURANCE – MATERIAL DAMAGE

provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy.

- (d) the destruction of property by order of any public authority.

In any action suit or other proceeding where the Company allege that by reason of the provisions of Exceptions 6(a) and 6(b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

7. any loss destruction or damage directly or indirectly caused by or arising from or in consequence of or contributed to by:

- (a) nuclear weapons material
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this Exception 7(b) combustion shall include any self-sustaining process of nuclear fission.
- (c) any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.

## CONDITIONS

### 1. DEFINITION

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

### 2. MISDESCRIPTION

If there be any material misdescription of any of the Property 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 under this Policy so far as it relates to property affected by any such misdescription misrepresentation or omission.

### 3. ALTERATION

Under any of the following circumstances the insurance under this Policy 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.
- (b) if the building insured or containing Insured Property becomes unoccupied and so remains for a period of more than 30 days.
- (c) if the 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 passes from the Insured otherwise than by will or operation of law

### 4. CANCELLATION

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 rateable proportion of the premium for the unexpired term from the date of the cancellation.

### 5. SAFEGUARDS AND MAINTENANCE

The Insured shall at all times and as far as is reasonably practicable take steps to safeguard the Property Insured and maintain it in a proper state of repair. The insured shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the Property Insured.

### 6. CLAIMS

On the happening of any loss destruction or damage the Insured shall forthwith give notice thereof in writing to the Company and shall within 15 days after such loss destruction or damage or such further time as the

Company may in writing allow at his own expense deliver to the Company a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost destroyed or damaged and of the amount of such loss destruction or damage thereto respectively having regard to their value at the time of the loss destruction or damage together with details of any other insurances on any property hereby insured. The insured shall also give to the Company all such proofs and information with respect to the claim as may be reasonably required together with (if demanded) a statutory declaration 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.

In the case of property lost or stolen or if wilful or malicious damage is suspected the Insured shall immediately notify the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property.

### **7. COMPANY'S RIGHTS AFTER A LOSS**

On the happening of any loss destruction or damage to any of the Property Insured 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 them 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 they make no claim under this 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 their powers hereunder incur any liability to the Insured or diminish their right to reply upon any of the conditions of this Policy in answer to any claim.

If the insured or any person on their behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of their powers hereunder all benefit 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.

### **8. FORFEITURE**

If any claims upon this Policy be in any respect fraudulent 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 destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

### **9. TIME LIMITATION**

If a 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 condition 14 of this Policy) within three months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited.

### **10. REINSTATEMENT**

If the Company elect or become bound to reinstate or replace any property the Insured shall at his own expenses produce and give to the Company all such plans documents books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.

### **11. SUBROGATION**

The Insured shall at the expense of the Company, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably 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 destruction or damage under this policy, whether such acts and things shall be or become necessary or required before or after their indemnification by the Company



# PROPERTY ALL RISKS INSURANCE – MATERIAL DAMAGE

## 12. CONTRIBUTION

If at the time of any loss destruction or damage happening to any Property 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 the Company shall not be liable to pay or contribute more than their ratable proportion of such loss destruction or damage.

## 13. AVERAGE

If the Property Insured shall at the time of any loss destruction or damage 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 ratable proportion of the loss accordingly every item if more than one of the Policy shall be separately subject to this Condition.

## 14. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise 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. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

## 15. OBSERVANCE OF CONDITIONS

The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Company to make payment under this Policy.

## EXTENDED COVERAGE

### 1. DAMAGE TO FIXED GLASS OR SIGNAGE

Under the Property All Risks Policy, damage to fixed glass is insured subject to a limit specified in the Insurance Certificate, any one occurrence and in the aggregate.

### 2. GOODS IN TRANSIT

Business property is covered for contents including stock, if it is in transit in or on any vehicle owned or operated by the Insured anywhere in United Arab Emirates away from your business premises, including temporary storage during the transit, but only for damage caused by fire or explosion, wind or earthquake, acts of malicious

persons or by collision or overturning of the conveying vehicle up to an amount specified in the Insurance Certificate any one occurrence and in the aggregate

### 3. REMOVAL OF DEBRIS

Following damage to the property, the Company shall cover the costs and expenses necessarily, reasonably and actually incurred by the Insured with our consent in removing debris or dismantling, demolishing, shoring up or propping up that part of the property destroyed or damaged up to the amount specified in the Insurance Certificate for any one occurrence and in the aggregate.

### 4. FIRE EXTINGUISHING EXPENSES

The Company shall cover the cost of extinguishing a fire, provided that it is necessarily, reasonably and actually incurred by the Insured, following a fire or explosion. The Company is covered up to the amount specified in the Insurance Certificate for any one occurrence and in the aggregate.

### 5. BUSINESS BOOKS, PATTERNS AND MODELS

Written books deeds manuscripts business books but only for the value of the material as stationery together with the cost of clerical labor expended in writing up and not for the value of the information contained therein. The Insured is covered up to the amount specified in the Insurance Certificate for any one occurrence and in the aggregate.

### 6. ARCHITECTS AND SURVEYORS FEES

It is agreed that the amounts insured (but only in respect of items other than consumable stores, stock in trade) are understood to include architects', surveyors', legal, consulting engineers' and other fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property destroyed or damaged by fire or any other peril insured against, at a percentage in accordance with the scale of the Royal Institute of British Architects or other appropriate professional body ruling at the time of reinstatement but not for such fees for preparing any claim hereunder, and not exceeding in all a percentage of the sum insured &/or amount as specified in the Insurance Certificate under the said item any one occurrence and in the aggregate.



# PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS

In consideration of the Insured having paid or agreed to pay to the Insurer (hereinafter referred to as Company) the first premium shown in the Schedule.

The Company named herein hereby agree subject to the terms exceptions limits and conditions contained herein or endorsed hereon (hereinafter referred to as the 'Terms of the Policy') that if during the Period of Insurance or during any further period in respect of which the Insured shall have paid and the Company shall have accepted the premium required any building or other property or any part thereof used by the Insured at the Premises for the purpose of the Business shall be accidentally physically lost destroyed or damaged (hereinafter referred to as 'Damage') and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with then the Company will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

## PROVIDED THAT

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted therefor under such insurance.
2. the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

## EXCEPTIONS

The Company will not indemnify the Insured in respect of loss directly or indirectly occasioned by or happening through or in consequence of:

1. (a) electrical or mechanical breakdown failure or derangement of plant machinery or equipment.
- (b) deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system.
- (c) subsidence ground heave landslip erosion settling or cracking

Unless either (i) caused by

- fire

- lightning
  - explosion (for the purposes of this Exception "explosion" shall not mean the bursting or disruption of turbines compressors transformers rectifiers switchgear engine cylinders hydraulic cylinders fly-wheels or other moving parts subject to centrifugal force or boilers economisers or other vessels machinery or apparatus in which pressure is used)
  - aircraft or other aerial devices or articles dropped there from
  - impact by vehicles watercraft locomotives or rolling stock
  - earthquake
  - riot or malicious acts
  - strikers locked-out workers or persons taking part in labour disturbances
  - storm tempest or flood or (ii) resulting in the occurrence of any of the events in (i) above then the Company will only indemnify the insured under the Terms of the Policy in respect of the loss resultant from such damage.
2. damage to:
    - (a) property in course of manufacture alteration or repair if such loss destruction or damage is sustained while the property is being actually worked on and directly resulting from such work.
    - (b) property in course of construction or erection or property not yet handed over by signed certificate of acceptance/completion.
    - (c) boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.
    - (d) plant machinery or equipment during installation dismantling or the stripping down and assembly in respect of any re-sitting operations.
    - (e) electrical equipment or wiring caused by electrical current (other than lightning)

# PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS

- (f) money stamps cheques bullion or unset precious stones negotiable instruments evidence of debt and securities of all kinds
  - (g) animals growing plants crops or standing timber
  - (h) land and enclosures, dams reservoirs piers wharves jetties bridges or tunnels.
  - (i) constructional plant and equipment and any vehicle licensed for road use railway locomotives and rolling stock water craft or aircraft or property contained in water craft or aircraft.
  - (j) property whilst in transit other than at any Premises described in the Schedule or property which at the time of the happening of such destruction 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 of any excess beyond the amount which would have been payable under the Marine Policy of Policies had this insurance not been effected.
  - k) documents manuscripts business books or computer systems records for the value to the Insured of the information contained therein. However the Company will indemnify the Insured in respect of loss destruction or damage to
    - (a) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up.
    - (b) computer systems records but only for the value of the materials together with the costs and expenses necessarily incurred by the Insured in reproducing such records (excluding any cost or expense in connection with the production of information to be recorded therein).
  - (l) property held in trust or on commission unless specifically covered under the Policy.
3. (a) loss resulting from dishonesty fraudulent action trick device or other false pretence.
- (b) theft unless accompanied by violence to persons or the cost of threat of violence of forcible and violent entry to or exit from the Premises.
- (c) unexplained or mysterious disappearance or shortage revealed at any periodic inventory or shortages in the supply or delivery of materials or loss or shortage due to clerical or accounting error.
- (d) the replacing or rectifying defective materials workmanship design or defect or omission in design plan or specification.
- (e) contamination pollution inherent vice wear and tear corrosion rust vermin fungus rot gradual deterioration deformation or distortion shrinkage evaporation loss of weight change in flavour colour texture or finish or action of light.
- (f) normal upkeep or normal making good.
- (g) the freezing or solidification of molten material.
4. Damage to loss destruction or damage by storm tempest water sand, dust hail frost or snow to property
- (a) in the open (other than buildings structures and plant designed to exist and operate in the open).
- (b) contained in open-sided buildings.
- Unless so described and specifically insured as a separate item in the Schedule.
5. The amount stated in the Schedule as the Deductible in respect of each and every occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to loss the subject of indemnity under this Policy.
6. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (b) confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (c) any act of terrorism.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

# PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) and/or (c) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 7. Or contributed to by:

- (a) nuclear weapons material.
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception 7(b) combustion shall include any self-sustaining process of nuclear fission.
- (c) Any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.

## 8. Losses arising, directly or indirectly from:

- (a) the loss of, alteration of or damage to or
- (b) a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, Integrated circuit or similar device in computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious and or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse and which can be identified as the cause of loss do not in and of themselves constitute a claim under this policy.

9. (a) any loss or destruction of or damage to property or consequential loss arising therefrom or any other loss cost or expense directly or indirectly caused by or consisting of or arising from or

- (b) any legal liability directly or indirectly caused by or contributed to by or arising from the inability or failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not and whether occurring before during or after the year 2000

- (i) correctly to recognise any date as its true calendar date or

- (ii) to capture save or retain and/or correctly to manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date or

- (iii) to capture save or retain and/or correctly to manipulate interpret or process any data or

information as a result of the operation of any command which has been programmed into any computer software which causes loss of data or information or the inability to capture save retain or correctly to process such data or information on or after any date.

But this does not exclude subsequent loss destruction or damage arising therefrom as insured and not otherwise excluded by the policy which itself results from any of the following named perils which are insured by the Cover under which the loss arises.

## Named perils

Fire lightning explosion aircraft aerial devices or articles falling from them riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons thieves robbers earthquake storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or subsidence.

## POLICY CONDITIONS

### 1. DEFINITION

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

### 2. MISDESCRIPTION

If there be any material misdescription of the Business or Premises to which this insurance refers 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.

# PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS

## 3. ALTERATION

The insurance by this Policy shall cease if:

- (a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued
- (b) the Insured's interest ceases otherwise than by death
- (c) any alteration be made either in the business or in the premises or property therein whereby the risk of damage is increased at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company.

## 4. PROPERTY DAMAGE RATE OF PREMIUM

Notice shall be given to the Company and if required an additional premium paid if the rate of premium payable in respect of the insurance covering the interest of the Insured in the property at the Premises against Damage shall be increased.

## 5. CANCELLATION

This policy may be terminated at any time at the request of the Insured in writing in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also be terminated at any time at the option of the Company, on thirty days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the Premium for the unexpired term from the date of the cancellation.

## 6. CLAIMS

On the happening of any Damage in consequence of which a claim is or may be made under this Policy the Insured shall forthwith give notice thereof in writing to the Company and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of any claim being made under this Policy shall not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurance (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom.

The Insured shall at his own expense produce procure and give to the Company such books of account and other business books vouchers invoices balance sheets and other document proofs information explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim 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 and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company forthwith.

## 7. FORFEITURE

If any claims upon this policy be in any respect fraudulent 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 destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

## 8. TIME LIMITATION

If a 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 Condition 11 of this Policy) within three months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited.

## 9. SUBROGATION

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably 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 their paying for any loss under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

## 10. CONTRIBUTION

If at the time of any loss under this Policy there be any other subsisting insurance or insurance whether effected by the Insured or by any other person or persons covering such loss or any part of it the Company shall not be liable to pay or contribute more than their rateable proportion of such loss destruction or damage.

## 11. ARBITRATION

If any difference arises out of this Policy the Company shall immediately notify the Insured in writing of his right to refer the difference to arbitration. Such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company if the Company shall disclaim liability for any claim hereunder and such claim shall not within twenty four calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 12. OBSERVANCE OF CONDITIONS

The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Company to make payment under this Policy.

## 13. SAFEGUARDS AND MAINTENANCE

The Insured shall at all times and as far as is reasonably practicable take steps to safeguard the Property Insured and maintain it in a proper state of repair. The Insured shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the Property Insured.

## 14. AVERAGE

If the Property Insured shall at the time of any loss destruction or damage 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 ratable proportion of the loss accordingly every item if more than one of the Policy shall be separately subject to this Condition.

## 15. COMPANY'S RIGHTS AFTER A LOSS

On the happening of any loss destruction or damage to any of the Property Insured 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 them 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 they make no claim under this 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 their powers hereunder incur any liability to the Insured or diminish their right to reply upon any of the conditions. If the insured or any person on their behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of their powers hereunder all benefit 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 of this Policy in answer to any claim.

## 16. REINSTATEMENT

If the Company elect or become bound to reinstate or replace any property the Insured shall at his own expenses produce and give to the Company all such plans documents books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.

# PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS

## SPECIFICATION 1 – DIFFERENCE BASIS

The Insurance is limited to loss of Gross Profit due to a) Reduction in Turnover and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

**(a) IN RESPECT OF REDUCTION IN TURNOVER:** the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Turnover.

**(b) IN RESPECT OF INCREASE IN COST OF WORKING:** the additional expenditure (subject to the provisions of the uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the incident, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

Less any sum saved during the indemnity period in respect of such of the insured standing charges as may cease or be reduced in consequence of the damage.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## DEFINITIONS

**GROSS PROFIT:** The amount by which

(i) The sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall

Exceed

(ii) The sum of the amount of the opening stock and work in progress and the amount of the uninsured working expenses specified in the Policy Schedule.

## NOTE:

1. The amount of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.
2. The words and expressions used in the definition of "Uninsured Working Expenses" shall have the meaning usually attached to them in the books and accounts of the insured, unless otherwise defined in this specification.

## TURNOVER:

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

## SHORTAGE IN TURNOVER:

The amount by which the turnover during a period shall in consequence of the damage fall short of the part of the standard Turnover which relates to that period.

## INDEMNITY PERIOD:

The period beginning with the occurrence of the damage and ending not later than the maximum indemnity period as specification in the Schedule thereafter during which the results of the business shall be affected in consequence of the damage.

## RATE OF GROSS PROFIT:

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the damage or which would have affected the Business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.



# PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS

## **ANNUAL TURNOVER:**

The turnover during the twelve months immediately before the date of the damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the damage or which would have affected the Business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

## **STANDARD TURNOVER:**

The turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the damage or which would have affected the Business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

## **MEMO 1: ALTERNATIVE TRADING CLAUSE**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

## **MEMO 2: UNINSURED STANDING CHARGES CLAUSE**

If any standing charges of the Business be not insured by this Policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the Net Profit bears to the sum of the Net Profit and the Uninsured Standing Charges.

## **MEMO 3: PREMIUM ADJUSTMENT CLAUSE**

The premium paid hereon may be adjusted on receipt by the Company of a Declaration of Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance, as reported by the Insured's Auditors.

If any damage shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the damage.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Gross Profit for the relative Period of Insurance the Company will allow a pro rata return of premium not exceeding 50 per cent of the premium paid.

## **MEMO 4: ACCOUNTANT'S CLAUSE**

Any particulars or details contained in the Insured's book of account or other business books or documents which may be required by the Company under Condition 10 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by professional accountants if at the time they are regularly acting as such for the Insured and their certificates shall be prima facie evidence of the particulars and details to which such certificates relates.

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Company under the terms of the Condition 10 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the policy shall in no case exceed the total sum insured by the policy.

## **MEMO 5: PAYMENT ON ACCOUNT**

Payments on account may be made during the Indemnity Period, if desired, subject to any necessary adjustment at the termination of such period.

# PUBLIC LIABILITY INSURANCE, ANY ONE OCCURRENCE AND IN THE AGGREGATE

## PUBLIC LIABILITY INSURANCE

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

1. Accidental Injury to persons.
2. Accidental Damage to tangible property.

happening within the Geographical Limits during any Period of Insurance in connection with the business of the Insured.

## LIMIT OF INDEMNITY

The total amount payable by the Company for damages and claimant's costs and expenses in respect of

1. One claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause.
2. Any one Period of Insurance for all claims in respect of releases (including discharge dispersal seepage migration and escape) of pollutants which commenced during such Period of Insurance.

shall not exceed the Limit of Indemnity irrespective of the number of parties entitled to indemnity under this Policy.

For the purposes of establishing the total amount payable by the Company in respect of one Period of Insurance it is understood that any releases of Pollutants consequent on or attributable to one source or original cause (irrespective as to whether the release is continuous or intermittent) shall be considered as one release.

The Company will in addition pay all costs and expenses incurred with its written consent.

## Definitions

For the purposes of this Policy

1. Business shall include.

- (a) the ownership repair and maintenance of the Insured's own property.
- (b) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees and first aid fire and ambulance services.

2. Damage shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto.

3. Employee shall mean any

- (a) person under a contract of service or apprenticeship with the Insured.
- (b) person hired to or borrowed by the Insured.
- (c) self-employed person.
- (d) person employed by labour only sub-contractors.

while working for the Insured in connection with the Business.

4. Geographical Limits shall mean.

- (a) the Territory defined in the Schedule
- (b) elsewhere in the world but only in respect of Injury or Damage which arises out of the activities of a person whose normal place of residence is in the Territory but is away for a short time in connection with the Business of the Insured.

5. Injury shall mean bodily injury disease or illness including death resulting therefrom.

6. Pollutants shall mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acids alkalis bacteria chemicals sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed

7. Products shall mean all goods or products supplied (including those supplied as part of any service rendered or contract work executed) by the Insured together with containers packaging and instructions supplied therewith.

8. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefore.

9. Property shall mean tangible property but shall not include Data.



## PUBLIC LIABILITY INSURANCE, ANY ONE OCCURRENCE AND IN THE AGGREGATE

10. Data shall mean information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

### EXCEPTIONS

The Company shall not be liable in respect of:

1. Injury or Damage caused by or arising in connection with the ownership possession or use by or on behalf of the Insured of mechanically propelled vehicles locomotives aircraft aerial devices hovercraft or waterborne craft.
2. Injury to any Employee or any claim arising under any Workmen's Compensation law.
3. Damage to:
  - (a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support.
  - (b) property owned leased rented or occupied by the Insured.
  - (c) property held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking work in connection with the Business.
  - (d) that part of any property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work.
4. Claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement.
5. Claims arising out of a breach of the duty owed in a professional capacity by the Insured.
6. Claims arising out of advice design formula or specification provided for a fee.
7. Injury or Damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of Pollutants which commences during any Period of Insurance and is.

a) detected within 7 days of its commencement.

and

(b) reported to the Company within 7 days of its being detected.

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.

8. Claims damages costs and expenses arising out of any obligation on the Insured or others to test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of Pollutants on structures premises sites or land currently or previously owned occupied used by or under the control of the Insured where the obligation arises out of such ownership occupancy use or control by the Insured.
9. Claims arising out of Products supplied except for food and drink supplied by the Insured in canteens and sports and social clubs provided by the Insured for the use of Employees.
10. The cost of recalling any defective or potentially defective Product supplied.
11. (a) fines or penalties.  
(b) aggravated exemplary or punitive damages.
12. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from.
  - (a) nuclear weapons material.
  - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission.
13. Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

# PUBLIC LIABILITY INSURANCE, ANY ONE OCCURRENCE AND IN THE AGGREGATE

## SPECIAL EXCLUSIONS

### 1. TOBACCO PRODUCTS LIABILITY EXCLUSION

It is hereby agreed and understood that the Company shall not be liable in respect of bodily injury and/or death resulting from Carcinoma and related diseases directly arising from the production, manufacture, sale and distribution of tobacco products.

### 2. ASBESTOS EXCLUSION

It is hereby understood and agreed that this insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

### 3. ELECTRO MAGNETIC FIELD (EMF)

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or losses arising directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.

### 4. GENETICALLY MODIFIED ORGANISMS (GMO)

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or losses arising directly or indirectly from Genetically Modified Organisms ("GMOs").

For the purposes of this exclusion, GMOs shall mean and include;

organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change and shall also mean and include.

every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

### 5. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE)

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or losses arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD).

### 6. TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## EXTENSIONS

The following shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate policy had been issued to each:

1. the personal representatives of the Insured in respect of liability incurred by the Insured.
2. if the Insured so requests:
  - (a) any principal for whom the Insured is carrying out work in connection with the Business.
  - (b) any director or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured.
  - (c) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire and ambulance services in their respective capacities as such each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply.

## GENERAL CONDITIONS

### 1. DUTY OF CARE

The Insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings furnishings ways and works machinery and plant in sound condition. The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### 2. PASSENGER LIFTS BOILERS AND PRESSURE VESSELS

The Insured shall cause all passengers lifts boilers and pressure vessels for which the Insured has responsibility to be inspected at his own expense at least once per year by a suitably qualified engineer. Any recommendations regarding overhaul repair or maintenance made during or following such inspection shall be implemented as soon as practicable by the Insured.

## 3. PREMIUM ADJUSTMENT

If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured.

## 4. CANCELLATION PROVISION

The Company may cancel this Policy by sending seven day's notice to the Insured at the Insured's last known address. The Insured shall thereupon become entitled to a proportionate return of premium.

## CLAIMS CONDITIONS

### 1. REPORTING OF ANY INCIDENT BY INSURED

Upon the happening of any event which may give rise to a claim (regardless of any Excess) the Insured shall forthwith give written notice to the Company with full particulars.

### 2. CLAIMS CORRESPONDENCE

Every letter claim writ summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy.

### 3. CONDUCT OF CLAIM

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.

# **PUBLIC LIABILITY INSURANCE, ANY ONE OCCURRENCE AND IN THE AGGREGATE**

## **4. COMPANY'S OPTION**

In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.

## **5. CONTRIBUTION TO COSTS**

If the Company has not exercised its rights under Claims Condition 4 the liability of the Company to pay all costs and expenses (other than claimant's costs and expenses) in circumstances where the amount or amounts of damages and claimant's costs and expenses exceed the Limit of Indemnity shall be limited to such proportion of the costs and expenses (other than claimant's costs and expenses) as such Limit of Indemnity bears to the total amount payable for damages and claimant's costs and expenses.

## **6. CONTRIBUTION**

If at the time of any claim there is or but for the existence of this Policy there would be other insurance covering the same liability the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.

## **JURISDICTION CLAUSE**

The insured and the Company agree that the Insurance shall apply only to judgment that are delivered by or obtained from a court within the country specified in the Schedule.

## **EXTENDED COVERAGE**

### **1. TENANT'S LIABILITY**

The Company shall cover the Insured's legal liability as tenants for damage to the premises (including their fixtures and fittings) leased and occupied by the Insured, subject to the limit reflected in the Insurance Certificate provided that this extension shall not apply to any claim arising out of liability assumed by the Insured under an agreement unless the Insured would be liable had there been no such agreement.

### **2. OVERSEAS NON-MANUAL BUSINESS TRIPS**

The Company shall cover your legal liability arising from occasional visits outside the United Arab Emirates by the Insured or any of the directors, partners or employees in connection with the business that happen during the period of insurance.

# WORKMEN COMPENSATION INSURANCE

## WORKMEN'S COMPENSATION INSURANCE

The Company will indemnify the Insured against liability at Law(s) as set out in the Schedule of the Policy, for Compensation and claimant's costs and expenses in respect of Injury to any employee in the Insured's immediate service caused within the Geographical Limits during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business specified in the Schedule.

The Company will in addition pay all other costs and expenses incurred with its written consent.

## LIMIT OF INDEMNITY

The total amount payable by the Company for Compensation and all costs and expense in respect of

1. Any and all claims arising out of one sudden occurrence or series of sudden occurrences consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity shown in the Schedule irrespective of the number of employees who may sustain Injury consequent on or attributable to the same source or original cause.
2. All Injury caused during any one Period of Insurance, irrespective of the number of employees who may sustain injury, shall not exceed the Aggregate Limit of Indemnity corresponding to the Period of Insurance.

For the purposes of establishing the total amount payable by the Company in respect of one Period of Insurance, it is understood that for any claim where Injury is caused during a period which extends outside such period of Insurance, the amount of compensation, costs and expenses indemnifiable arising out of such claim shall be limited to no more than proportion of the total amount of Compensation, costs and expenses for the claim as the length of such Period of Insurance (or part thereof as applicable) bears to the total length of the period during which such Injury is caused.

## CHANGE IN WORKMEN'S COMPENSATION LAW(S)

In the event of any change in the Workmen's Compensation Law(s) or the substitution of other legislation thereof, the liability of the Company in respect of the Insured's liability under such Law(s) shall be limited to such sums as the Company would have been liable to pay if the Workmen's Compensation Law(s) had remained unaltered.

## EXTENSION: INSURED'S REPRESENTATIVES

In the event of the death of the Insured and subject to the Limits of Indemnity in this Policy, the Company will indemnify the legal personal representatives of the Insured in respect of liability incurred by the Insured, provided that such personal representatives shall as though they were the Insured, observe, fulfill and be subject to the terms of this Policy so far as they can apply.

## DEFINITIONS

1. Compensation shall mean damages and any compensation payable to employees eligible to receive such compensation under the terms of the Law(s) set out in the Schedule.
2. Geographical Limits shall mean
  - (a) the Territory defined in the Schedule
  - (b) elsewhere in the world but only in respect of employees away temporarily from the Territory in connection with the Business of the Insured.
3. Injury shall mean bodily injury, disease, illness or any other physical or mental impairment or disorder, including death resulting therefrom.
4. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

## EXCEPTIONS

The Company shall not be liable in respect of

1. The Insured's liability to employees of contractors to the Insured.
2. Any liability of the Insured which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
3. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
4. Exemplary or punitive damages, fines and penalties.
5. Any Injury attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.

# WORKMEN COMPENSATION INSURANCE

6. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

(a) nuclear weapons material,

(b) ionising 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 Exception combustion shall include any self-sustaining process of nuclear fission.

7. Any work undertaken on any onshore off shore rig or platform or any work related travel undertaken on any vessel or aircraft to or from any off shore rig or platform

## SPECIAL EXCLUSIONS

### 1. ASBESTOS EXCLUSION

It is hereby understood and agreed that this insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

### 2. ELECTRO MAGNETIC FIELD (EMF)

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or losses arising directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.

### 3. GENETICALLY MODIFIED ORGANISMS (GMO)

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or losses arising directly or indirectly from Genetically Modified Organisms ("GMOs")

For the purposes of this exclusion, GMOs shall mean and include;

organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change and shall also mean and include

every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

### 4. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE)

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or losses arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD).

### 5. TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

# WORKMEN COMPENSATION INSURANCE

If the insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## GENERAL CONDITIONS

### 1. DUTY OF CARE

The Insured shall take reasonable precautions to prevent Injury and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings, furnishings, ways and works, machinery and plant in sound condition. The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### 2. INFORMATION TO BE RETAINED AND PREMIUM ADJUSTMENT

The first premium and all renewal premiums that may be accepted will be adjusted by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages, salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with the correct amount of all such wages, salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or, subject to the Minimum Premium specified in the Schedule, by a refund by the Company as the case may be.

### 3. CANCELLATION PROVISION

The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at the Insured's last known address. In such circumstances the premium shall be adjusted in accordance with General Condition 2.

## CLAIMS CONDITIONS

### 1 REPORTING OF ANY INCIDENT BY INSURED

Upon the happening of any event which may give rise to a claim the Insured shall forthwith give written notice to the Company with full particulars.

### 2. CLAIMS CORRESPONDENCE

Every letter, claim, writ, summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy.

### 3. CONDUCT OF CLAIM

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claims and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.

### 4. COMPANY'S OPTION

In connection with any or all claims made against the Insured arising out of one sudden occurrence or series thereof consequent on or attributable to one source or original cause, the Company may pay to the Insured the Limit of Indemnity (after deduction of any sums already paid) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith.

### 5. CONTRIBUTION

If at the time of any claim there is, or but for the existence of this Policy there would be, other insurance covering the same liability, the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.



# WORKMEN COMPENSATION INSURANCE

## ARBITRATION AND ABANDONMENT OF CLAIM

1. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, to the decision of an Umpire appointed in writing by the Arbitrators before entering upon the reference.
2. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company.
3. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be indemnifiable hereunder.

## JURISDICTION CLAUSE

The Insured and the Company agree that the Insurance shall apply only to judgments that are delivered by or obtained from a court of competent jurisdiction within the country specified in the Schedule.

## EXTENDED COVERAGE

### 1. MEDICAL EXPENSES

If at any time during the period of insurance any of the Insured's employees shall sustain accidental bodily injury arising out of and in the course of his employment with the Insured, the Company shall reimburse actual medical expenses incurred, subject to maximum of an amount as mentioned in the Insurance Certificate per person, per occurrence in private clinics/hospitals but this limit is not applicable if treated in government clinics/hospitals.

### 2. REPATRIATION EXPENSES

If an employee shall suffer bodily injury which independently of any other cause shall necessitate the repatriation of the employee, the Company will also indemnify the Insured in respect of reasonable travelling expenses incurred for the repatriation of an injured employee with an escort, if necessary, and/or his return to base after full recovery or, in the case of death, reasonable expenses incurred in transporting the body or ashes up to an amount as mentioned in the Insurance Certificate per person. The repatriation of an employee shall be deemed necessary if a qualified medical practitioner shall certify that the employee should be repatriated because local facilities are inadequate for the treatment of his condition or his recovery will be substantially expedited thereby.

3. Coverage is extended to employees while they are traveling from residence to work and back as per the Labour Law applicable.



# EMPLOYER'S LIABILITY INSURANCE, ANY ONE OCCURRENCE AND IN THE AGGREGATE

## EMPLOYER'S LIABILITY INSURANCE

Now this Policy Witnesseth that if any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury or disease caused during the period of insurance and arising out of and in the course of his employment by the Insured in the Business.

The Company will subject to the terms exceptions and conditions contained herein or endorsed hereon indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of such injury or disease and in addition pay all costs and expenses incurred with its written consent.

In the event of the death of the Insured the Company will in respect of the liability incurred by the insured indemnify the Insured's personal representatives in terms of this Policy provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the terms and conditions of this Policy in so far as they can apply.

## EXCEPTIONS

The Company shall not be liable under this Policy in respect of

1. (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not).
- (b) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power.
- (c) 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.
- (d) any act of any person acting on behalf of or in connection with any organisation with activities directed toward the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence.
2. The Insured's liability to employees of contractors to the Insured.
3. Any injury or disease caused elsewhere than in the Territorial Limits.

4. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
5. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
6. Any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any Workmen's Compensation Law.
7. Any liability directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purposes of this exclusion combustion shall include any self-sustaining process of nuclear fission.
8. any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.

## CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence as aforesaid.
2. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

## EMPLOYER'S LIABILITY INSURANCE, ANY ONE OCCURRENCE AND IN THE AGGREGATE

3. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
4. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
5. If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 4.
7. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
8. The due observance and fulfillment of the terms conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## MONEY INSURANCE

Cover for money in the business premise and in transit, any one occurrence and in the aggregate.

### MONEY INSURANCE

1. The Company will pay to the Insured the amount of any direct

(a) loss of Money

(b) loss or damage caused by thieves, to any insured safe or strongroom, belonging to the Insured, or for which the Insured is legally responsible, happening during any Period of Insurance, within the Geographical Limits.

2. The liability of the Company in respect of each Insured Item shall not exceed the Limit of Liability any one loss, as specified in the Schedule.

### EXCEPTIONS

The Company shall not be liable in respect of loss

1. or damage due to robbery or theft by any director, partner or employee of the Insured, not discovered within three working days of the occurrence.
2. due to clerical or accounting errors, or due or omissions in receipts or payments, or due to depreciation in value, or due to the use of counterfeit Money.
3. of contents of machines operated by coins, tokens or currency notes.
4. from an unattended vehicle.
5. of Money in the custody or control of a professional carrier, or dispatched by post.
6. of Money (other than crossed cheques, credit company sales vouchers, crossed postal orders and crossed money orders) from any room left unattended and unlocked during Working Hours, unless contained in a locked safe, cupboard, cabinet or desk, the key of which has been removed from such room.
7. due to confiscation, requisition or wilful destruction by the Government or other lawfully constituted authorities.
8. or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss, directly or indirectly caused by, or contributed to, by or arising from,

(a) ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.

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

9. Or any consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.

### DEFINITIONS

For the purposes of this Policy

1. Proposal shall mean any proposal form and declaration signed by or on behalf of the Insured, including any correspondence or information in connection with this insurance, supplied by or on behalf of the Insured, either in addition to or in substitution for the proposal form.
2. Terms of this Policy shall mean all terms, limitations, definitions, provisions, exceptions, warranties and conditions, incorporated in this Policy either at the time of its issue, or subsequently by signed Memoranda or Endorsement thereon.
3. Money shall mean cash, bank notes, currency notes, cheques (other than pre-signed blank cheques whether crossed or uncrossed), credit company sales vouchers, banker drafts, postal and money orders and current postage stamps, all belonging to the Insured or for which the Insured is legally responsible.
4. Money in transit shall mean Money (other than crossed cheques, credit company sales vouchers, crossed money orders and crossed postal orders) which in direct transit in the custody of the Insured or of a director, partner or employee of the Insured.
5. A vehicle or room is deemed to be unattended, when the person or persons entrusted with the Money have left the vehicle or room and are not within such proximity to the vehicle or room as to be able to actively observe and prevent access thereto by any other person.
6. Business Premises shall mean those premise within the Geographical Limits, occupied or used by the Insured for the purposes of the Business and declared to and accepted by the Company as such.

# MONEY INSURANCE

7. Working Hours shall mean the period during which

- (a) the Business Premises are actually occupied for Business purposes and
- (b) the Insured, or any of the Insured's employees who are entrusted with responsibility for the Money, either generally as part of their usual and regular duties or specifically as a special or provisional duty, are present in the Business Premises.

## TRANSIT SECURITY WARRANTY

Warranted all transits of Money in excess of Dhs.50,000 shall be

- (a) in a locked briefcase or a locked box, conveyed as far as practicable in a motor vehicle (but not a motor cycle), and
- (b) accompanied, at all times during the transit, by at least two able bodied employees of the Insured.

## CONDITIONS

### 1. REASONABLE PRECAUTIONS

- (a) The Insured shall take all reasonable precautions to prevent loss or damage.
- (b) All locks, bolts, intruder alarms and other protective devices shall be in full preparations during any time the premises are closed for Business.
- (c) Every intruder alarm shall be properly inspected and maintained during the currency of this Policy in accordance with the manufacturer's recommendations.
- (d) The Insured shall immediately notify the Company if any of the existing intruder alarm or other protective devices at the premises are withdrawn. If any intruder alarm or other protective device is found to be non-operational, the Insured shall take immediate steps to restore it to operation or establish an equivalent other protection and shall in any case, notify the Company immediately if the same or equivalent other protection cannot be restored within 48 hours.

- (e) All keys (except those deposited with a bank) and notes of combination lock letters and numbers for safes and strongrooms containing Money, must be held in the personal custody of an authorized person and removed from the Insured's Business Premises out of Working Hours.

### 2. NOTIFICATION OF CHANGE

If after acceptance of this insurance by the Company, there be any change in the nature or circumstances of the risk which materially affects this insurance, the Insured shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of any loss or damage attributable to and occurring subsequent to such change, unless its written acceptance thereof has been obtained.

### 3. CLAIMS PROCEDURE

On the discovery of any event which may give rise to a claim under this Policy the Insured shall,

- (a) forthwith give written notice to the Company stating all particulars then known to the Insured.
- (b) notify the Police and take all practical steps to discover any guilty person and recover the property lost.
- (c) supply at the request of and free of expense to the Company, all such proofs, information and other evidence, with respect to the claim, as the Company may reasonably require.

### 4. THE COMPANY RIGHTS

- (a) The Company shall be entitled at any time in the Company's or the Insured's name, to take steps for the recovery of any of the property lost, or for securing reimbursement in respect of any loss or damage and the Insured shall give the Company all information and assistance in so doing.
- (b) Upon payment of any claim under this Policy (other than for repair), any part of the property in respect of which payment is made shall belong to the Company's subject to the Insured's right to reclaim it upon repayment to the Company of the amount so paid.

### 5. ADJUSTMENT OF PREMIUM

If any part of Premium or Renewal Premium is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance, furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by, or allowed to, the Insured.

### 6. TRANSFER OF INTEREST

The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured, except to a transferee approved in writing by the Company.

### 7. FORFEITURE

If any claim is in any respect fraudulent, or if any fraudulent means or devices be used by the Insured, or anyone acting on the Insured's behalf to obtain benefit under this Policy, all benefit hereunder shall be forfeited.

### 8. OTHER INSURANCES

If at the time any claim arises under this Policy the Insured is, or would but for the existence of this Policy be entitled to indemnity under any other policy or policies, the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

### 9. TERMINATION

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain a proportion of the Premium, calculated in accordance with its customary short period rates, for the time the Policy has been in force.

This insurance may also be terminated at the option of the Company, by sending fourteen days notice in writing to the Insured at his last known address, whereupon the Insured will become entitled to a proportionate return of Premium for the unexpired Period of Insurance.

### 10. ARBITRATION

If any difference shall arise under this Policy, such difference shall be referred to arbitration according to the laws in force in the territory in which this Policy is issued. Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

### 11. TIME LIMITATION

In no case whatever shall the Company be liable for any loss or damage under this Policy,

- (a) if all necessary proofs, information and evidence with respect to any claim notified in accordance with Condition 3, are not submitted to the Company within twelve months of the discovery of any event giving rise to a claim,
- (b) if a claim is made and rejected and an action or suit is not commenced within three months after such rejection, unless the Company's written approval has been obtained for an extension of the time limit.

### EXTENDED COVERAGE:

#### DAMAGE TO SAFE OR STRONG ROOM

The Company shall cover loss or damage to safe or strong room in the premises, caused by any theft or attempted theft. The Insured is covered up to the amount reflected in the Insurance Certificate for any one occurrence and in the aggregate.

# EMPLOYEE DISHONESTY INSURANCE – FIDELITY GUARANTEE (PER PERSON AND IN THE AGGREGATE)

## EMPLOYEE DISHONESTY INSURANCE – FIDELITY GUARANTEE

1. The Company will indemnify the Insured against any loss of money or goods, belonging to or held in trust by the Insured, caused solely and directly by any act of fraud or dishonesty, committed by any Employee, in connection with his employment by the Insured in the Business, during any Period of Insurance after the Commencement Date applicable to such Employee and discovered not later than twelve months after the termination of either,

- (a) the insurance in respect of such Employee ,
  - or,
  - (b) this Policy,
- whichever occurs first.

2. The liability of the Company for all losses discovered during the currency of this Policy and within twelve months of the expiry thereof, shall not exceed –

- (a) the Specific Limit of Indemnity in respect of any one Employee or Category of Employee, and
- (b) the Aggregate Limit of Indemnity for all Employees.

## EXCEPTIONS

The Company shall not be liable under this insurance

1. in the event of any material change,

- (a) in the nature of the Business of the Insured, or
- (b) in the Occupation, duties or conditions of service of any Employee , including any reduction in, or alteration to, the basis of the remuneration of any Employee,

unless the Company is advised and its written approval obtained for such change.

2. in the event of the Insured not complying with the systems of check or control declared by the Insured in the Proposal to be in operation, unless the Company is advised and its written approval obtained.

3. in the event of the Insured' continuing to entrust an Employee with money or goods after having knowledge of any material fact tending to cast doubt on the honesty of such Employee, unless the Company is advised and its written approval obtained.

4. for loss of interest, or consequential loss of any kind.

## DEFINITIONS

For the purposes of this Policy

1. Proposal shall mean any proposal form and declaration signed by or on behalf of the Insured, or by an Employee covered under this insurance, including any correspondence or information in connection with this insurance supplied by or on behalf of the Insured, either in addition to or in substitution for the proposal form.
2. Terms of this Policy shall mean all terms, limitations, definitions, provisions, exceptions, warranties and conditions incorporated in this Policy either at the time of its issue, or subsequently by signed Memoranda or Endorsements thereon.
3. Employee shall mean any person normally resident within the Geographical Limits, under a contract of service or apprenticeship with the Insured and either named or in a category shown in the Schedule.
4. Excess shall mean the amount indicated in the Schedule, or any other part of this Policy, as being applicable to any loss or claim, which shall be deducted from any amount otherwise payable as indemnity under this Policy.

## CONDITIONS

### 1. THE INSURED'S DUTIES

- (a) the Insured shall take references in respect of each Employee in accordance with the information given in the Proposal.
- (b) the Insured shall, whether the Company's liability hereunder shall have been ascertained or not, give all reasonable assistance to enable the Company to obtain by legal proceedings or otherwise, the reimbursement of any loss by the Employee or by the Employee's estate, or recovery of the loss from any other source.

### 2. CLAIMS PROCEDURE

On discovery of any act, default or circumstance which may give rise to a claim, the Insured shall.

- (a) forthwith give written notice to the Company stating all particulars then known to the Insured.
- (b) immediately take all steps to prevent further loss.
- (c) supply at the request of and free of expense to the Company, all such proof, information and other evidence relating to the claim, as the Company may reasonably require.

## EMPLOYEE DISHONESTY INSURANCE – FIDELITY GUARANTEE (PER PERSON AND IN THE AGGREGATE)

### 3. LOSS REDUCTION AND RECOVERY

The following shall be deducted from any amount otherwise payable as indemnity under this insurance,

- (a) the amount of Excess, if any, stated in the Schedule or any other part of the Policy.
- (b) (i) any money of the Employee in the hands of the Insured.
- (ii) any money which but for the Employee's dishonesty would have been due to the Employee from the Insured.

The Insured and the Company shall share any other recovery, (except any recovery made under any insurance or reinsurance contract, or any counter-security taken by the Company) made by either, on account of any loss, in the proportion that the amount of the loss borne by each bears to the total amount of the loss.

### 4. OTHER INSURANCES

If at the time any claim arises under this Policy there by any other insurance covering the same loss, the Company shall not pay more than its ratable proportion of such claim.

### 5. PREMIUM ADJUSTMENT

If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance, furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to, the Insured.

### 6. FORFEITURE

If any claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured, or anyone acting on the Insured's behalf, to obtain benefit under this Policy, all benefit hereunder shall be forfeited.

### 7. TERMINATION

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain a proportion of the Premium, calculated in accordance with its customary short period rates, for the time the Policy has been in force.

This insurance may also be terminated at the option of the Company, by sending fourteen days notice in writing to the Insured at his last known address, whereupon the Insured will become entitled to a proportionate return of Premium for the unexpired Period of Insurance.

### 8. ARBITRATION

If any difference shall arise under this Policy, such difference shall be referred to arbitration according to the laws in force in the territory in which this Policy is issued. Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

### 9. TIME LIMITATION

In no case whatever shall the Company be liable for any loss or damage under this Policy,

- (a) if all necessary proofs, information and evidence with respect to any claim notified in accordance with Condition 2, are not submitted to the Company within twelve months of the discovery of any event giving rise to a claim,
- (b) if a claim is made and rejected and an action or suit is not commenced within three months after such rejection, unless the Company's written approval has been obtained for an extension of the time limit.



# PERSONAL ACCIDENT

Cover for SME MANAGING DIRECTOR  
(DEATH AND/OR PERMANENT TOTAL DISABILITY)

## PERSONAL ACCIDENT

1. If during the Operative Time, in any Period of Insurance and within the Territorial Limits, the Insured Person shall sustain accidental bodily injury which shall independently of any other cause, result within two years, in the death, disablement, or incurring of Medical Expenses, the Company will pay to the Insured the appropriate Amount of Benefit in respect of the Benefit/s claimed, subject to the provisions of the Conveyance Accumulation Limit Clause if stated in the Schedule to be applicable.
2. Death, disablement or Medical Expenses as the direct result of accidental exposure of the Insured Person to the elements, shall be deemed to have been caused by accidental bodily injury.

## EXCEPTIONS

The Company shall not be liable in respect of

### 1. BODILY INJURY

Sustained by any person before such person attains the Lower Age Limit, or after the expiry of the Period of Insurance during which such person attains the Upper Age Limit.

### 2. BODILY INJURY RESULTING FROM

- (a) the Insured Person engaging in, (or practicing for, or taking part in training peculiar to) any of the excluded activities specified below.
- (b) the Insured Person committing or attempting to commit suicide, or willfully exposing himself to needless peril except in an attempt to save human life.
- (c) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.

### 3. BODILY INJURY OR DEATH, DISABLEMENT OR MEDICAL EXPENSES, RESULTING FROM OR CONTRIBUTED TO BY THE INSURED PERSON

- (a) having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction.

- (b) suffering from pre-existing physical or mental defect or infirmity which had not been declared to and accepted in writing by the Company.

### 4. DEATH, DISABLEMENT OR MEDICAL EXPENSES RESULTING FROM OR CONTRIBUTED TO BY,

- (a) the pregnancy (including childbirth, miscarriage or abortion) of the Insured Person.
- (b) the Insured Person suffering from sickness or disease not resulting from accidental bodily injury, or sustaining bodily injury which is the result of a gradually operating cause.

## EXCLUDED ACTIVITIES

1. Diving necessitating the use of breathing equipment (aqua-lung diving).
2. Flying or other aerial activity, other than flying in a fully licensed passenger carrying aircraft, but not
  - (a) as a member of the crew, nor
  - (b) for the purpose of engaging in any trade or technical operation therein.
3. Football, other than association football (soccer) as an "amateur". ("amateur" shall mean a person who receives no financial gain from or payment for participation in that sport, other than the reimbursement of reasonable travel and other out of pocket expenses).
4. 

(a) Hunting	}
(b) racing, or	}
(c) any competition or sport,	}
5. Ice Hockey
6. Motor competitions
7. Motorcycling as a rider or passenger
8. 

(a) Mountaineering	}	necessitating the use of ropes or guides
(b) rock or cliff climbing		
9. Pot-holing



## PERSONAL ACCIDENT

10. Power-boating, meaning the use of any combination of boat and engine capable of travelling faster than 30 knots.
11. Racing, other than racing on foot or swimming or in dinghies.
12. Using woodworking machinery, but not including portable tools applied by hand and used solely for private purposes without reward.
13. Water ski-jumping and tricks.
14. Winter sports, other than curling or skating.
15. Wrestling, boxing, judo, karate, or any form of unarmed combat.
16. Yachting beyond 5 kilometers or a coastline.

### DEFINITIONS

For the purposes of this Policy

1. Proposal shall mean any proposal form and declaration signed by or on behalf of the Insured or the Insured Person including any correspondence or information in connection with this insurance, supplied by or on behalf of the Insured or the Insured Person, either in addition to or in substitution for the proposal form.
2. Terms of this Policy shall mean all terms, limitations, definitions, provisions, exception, warranties and conditions incorporated in this Policy either at the time of its issue, or subsequently by signed Memoranda or Endorsements thereon.
3. Loss of Limb shall mean
  - (a) in the case of a lower limb, loss of physical severance at or above the ankle, or permanent and total loss of use of a complete leg or foot.
  - (b) in the case of an upper limb, loss by physical severance of the four fingers at or above the Metacarpophalangeal joints (where the fingers join the palm of the hand), or permanent and total loss of use of a complete arm or hand.

4. Loss of Eye shall include total and permanent loss of sight.
5. Partial Disablement shall mean disablement from a substantial part of the Insured Person's usual occupation.
6. Medical Expenses shall mean the cost of medical, surgical, or other remedial attention, treatment, or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges.
7. Permanent Disablement shall mean as described below under Table A or Table B, as may be applicable.

**TABLE A – STANDARD SCALE**

		Percentage of Amount of Benefit
a.	Loss of two or more Limbs, or both Eyes, or one of each	100%
b.	Loss of one Limb or Eye	100%
c.	Permanent Total Disablement other than by Loss of Limb or Eye, from gainful employment of any and every kind	100%

## PERSONAL ACCIDENT

**TABLE B – EXTENDED SCALE**

The Permanent Disablement Benefit shall be a percentage of the Amount of Benefit for Permanent Disablement equivalent to the degree of disablement. The following scale states the percentages appropriate to the forms of Permanent Disablement specified therein. For Permanent Disablement not specified, the degree of disablement shall be assessed by comparison with the percentages shown in this scale, without taking into account the occupation of the Insured Person.

If Benefit is payable in respect of the same Insured Person for more than one form of Permanent Disablement as the result of the same accident, the total of the percentages so payable shall not exceed 100% of the Amount of Benefit for Permanent Disablement.

If Benefit is payable for loss or loss of use of a whole member of the body, the benefits for parts of that member cannot also be claimed.

		Percentage of Amount of Benefit
a.	Loss of two or more Limbs, or both Eyes, or one of each	100%
b.	Loss of one Limb or Eye	100%
c.	Permanent Total Disablement other than by Loss of Limb or Eye, from gainful employment	100%
d.	Permanent total loss of hearing (i) one big toe (both phalanges) (ii) one big toe (one phalanx) (iii) any other toe	10% 5% 5%
e.	Loss by physical severance of permanent total loss of use of, (i) in both ears (ii) in one ear	75% 15%

	Loss by physical severance or permanent total loss of use * to be reversed if the Insured Person is left handed.	Right *	Left *
f.	One thumb (i) both phalanges (ii) one phalanx	25% 10%	20% 8%
g.	One forefinger (i) all phalanges (ii) two phalanges (iii) one phalanx	20% 15% 10%	15% 10% 5%
h.	Any other finger (i) all phalanges (ii) two phalanges (iii) one phalanx	10% 8% 5%	8% 5% 3%
i.	Permanent Total loss of use of (i) shoulder or elbow (ii) wrist (iii) hip, ankle or knee	25% 20% 20%	20% 15% 20%
j.	Removal of the lower jaw by surgical operation	30%	

## CONDITIONS

### 1. NOTIFICATION OF CHANGE

If after acceptance of this Insurance by the Company, there be any material change in the Business or any Insured Person's occupation or activities, the Insured shall give notice thereof to the Company within a reasonable time and shall pay any additional premium required by the Company in consequence thereof.

### 2. CLAIMS PROCEDURE

Upon the happening of any accident which may give rise to a claim under this Policy, the Insured (or, the Insured Person, where relevant) shall,

- (a) give written notice to the Company as soon as practicable and in any case within 30 days, stating all particulars then known to the Insured and/or the Insured Person.
- (b) supply all medical, hospital or other certificates, information and evidence reasonably required by the Company, free of expense to and in the form prescribed by the Company.
- (c) agree and allow the Insured Person to be subjected to medical examination as often as may reasonably be required, on behalf of and at the expense of the Company, in connection with any claim.

### 3. CLAIMS PAYMENT CONDITION

- (a) benefit shall not be payable in respect of any one Insured Person under more than one of Benefits 1 and 2 in connection with the same accident.
- (b) on the happening of an accident giving rise to a claim under either of Benefits 1 and 2, this Policy shall thereafter cease to apply to the Insured Person concerned.
- (c) permanent Total Disablement shall have lasted for 104 weeks before Benefit (c) under Standard Scale or Extended Scale becomes payable.
- (d) if no death Benefit is included in respect of the Insured Person, no Benefit shall be payable for Permanent Disablement, until at least thirteen weeks after the date of the accident and such Benefit shall then only be payable if the death Benefit would not, if included, have become payable during that thirteen weeks as a result of the accident. If a death Benefit is included but is less than the appropriate Amount of Benefit for Permanent Disablement, the amount

payable for Permanent Disablement shall not exceed the death Benefit until thirteen weeks have elapsed from the date of the accident and the balance shall then only be payable if the death Benefit has not in the meantime become payable as a result of the accident.

### 4. ASSIGNMENT OR LIEN

The company shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment, or other dealing with or relating to this Policy.

### 5. PREMIUM ADJUSTMENT

If any part of the Premium or Renewal Premium is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance, furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to, the Insured.

### 6. FORFEITURE

If any claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured, the Insured Person, or anyone acting on the Insured's behalf, to obtain benefit under this Policy, all benefit hereunder shall be forfeited.

### 7. TERMINATION

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain a proportion of the Premium, calculated in accordance with its customary short period rate, for the time the Policy has been in force.

This insurance may also be terminated at the option of the Company, by sending fourteen days notice in writing to the Insured at his last known address, whereupon the insured will become entitled to a proportionate return of premium for the unexpired Period of Insurance.

### 8. ARBITRATION

If any difference shall arise under this Policy, such difference shall be referred to arbitration according to the laws in force in the territory in which this Policy is issued. Where any differences are by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

