



BUSINESS COMPREHENSIVE INSURANCE POLICY

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 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 / Rent Receivable	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.
Electronic Equipment Insurance	This covers your electronic equipment from loss or theft including electronic derangement from accidental loss. It may include equipment like laptops, PCs, fax machines and portable equipment.
Machinery Breakdown Insurance	Machinery Breakdown covers against sudden and unforeseen loss or damage of the machinery insured in this section.
Deterioration of Stock Insurance	Deterioration of Stock covers refrigerated stock against damage at the premises as a result of deterioration or putrefaction.
Public Liability Insurance	Covers your legal liability to third parties for bodily injury or property damage.
Workmen's Compensation Insurance	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.
Group Personal Accident Insurance	Covers accidental bodily injury to employees resulting in death, permanent or temporary total and partial disablement
Travel (Baggage) Insurance	Covers baggage including business and personal effects.
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 Section: Machinery Breakdown/ Deterioration of Stock Section: Electronic Equipment	<ul style="list-style-type: none"> • Incident Report • Details of Property Affected • An Indication of the Approximate Cost of Repairs/ Replacement 	<ul style="list-style-type: none"> • Estimates/Quotation • Invoice/Bills/Receipts • Police Report
Section: Money	<ul style="list-style-type: none"> • Incident Report • Details of Claim 	<ul style="list-style-type: none"> • Police Report
Section: Workmen's Compensation	<ul style="list-style-type: none"> • Duly Completed Claim Form • Original Medical Bills • Original Medical Leave Certificate • Original Medical Report/Disability Report 	In case of death: <ul style="list-style-type: none"> • Death Certificate
Section: Public Liability and Products Liability	<ul style="list-style-type: none"> • Incident Report • Details of Any Parties Involved • Extent of Injury/Damage to Property <p>Important Note:</p> <ul style="list-style-type: none"> • No admission, offer, promise payment or indemnity shall be made or given by or on your behalf without our written consent • Every letter, claim, writ or summons or process shall be forwarded to us upon receipt 	
Section: Property Business Interruption – Loss of Profits / Rent Receivable	<ul style="list-style-type: none"> • Incident Report 	
Section: Fidelity Insurance	<ul style="list-style-type: none"> • Incident Report • Details of Claim 	<ul style="list-style-type: none"> • Police Report
Section: Group Personal Accident	<ul style="list-style-type: none"> • Duly Completed Claim Form • Original Medical Bills • Original Medical Leave Certificate • Original Medical Report/Disability Report • Police Report in Case of Road Accident 	In case of death: <ul style="list-style-type: none"> • Death Certificate
Section: Travel (Baggage) Insurance	<ul style="list-style-type: none"> • Policy Report • Property Irregularity Report from airlines • Receipts of all items claimed • In the event of baggage damage, need photographs of the same 	<ul style="list-style-type: none"> • Invoices of repair/ replacement/purchase

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

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

- (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

PROPERTY ALL RISKS INSURANCE – MATERIAL DAMAGE

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.

PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS / RENT RECEIVABLE

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 / RENT RECEIVABLE

- (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 requisitio 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 / RENT RECEIVABLE

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 / RENT RECEIVABLE

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.

PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS / RENT RECEIVABLE

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 / RENT RECEIVABLE

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 / RENT RECEIVABLE

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.

PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS / RENT RECEIVABLE

SPECIFICATION 2: STANDING CHARGES 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 sum produced by adding to the Net Profit the amount of the Insured Standing Charges as specified in the Policy Schedule or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

NET PROFIT:

The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) Resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

NOTE:

The word and expressions used in the definition of "Insured Standing Charges" shall have the meaning usually attached to them in the book and account 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 OF 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 / RENT RECEIVABLE

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.

PROPERTY BUSINESS INTERRUPTION INSURANCE – LOSS OF PROFITS / RENT RECEIVABLE

SPECIFICATION 3: LOSS OF RENT

The Insurance is limited to:

Loss of Gross Rent sustained during the indemnity period in consequences of the damage as shown by comparing the Gross Rent for such period with the Estimated Gross Rent;

Additional expenditure necessarily and reasonably increased by the Insured in consequence of the damage in order to maintain the Business as far as possible during the Indemnity period, but not exceeding the further amount for which the Company would have been liable under Clause (a) hereof had such additional expenditure not been incurred.

Less any sum saved during the Indemnity Period in respect of any of the charges and expenses of the business payable out of Gross Rent which may cease or be reduced in consequence of the damage,

Provided that if the sum insured by this item be less than the equivalent months (as mentioned as indemnity period in the Schedule) of the Estimated Gross Rent, the amount payable shall be proportionately reduced.

DEFINITIONS

GROSS PROFIT:

The money paid or payable to the Insured for rent at the premises.

ESTIMATED GROSS RENT:

The gross rent which might reasonably be expected to have been earned during the Indemnity Period had the damage not occurred. This includes the money paid or payable to the Insured by tenants in respect of rental from the premises and estimated rental value of any unoccupied portion of the buildings.

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.

MEMO 1:

If during the indemnity period the business shall be carried on elsewhere than at the premises either by the insured or by other on behalf of the Insured the Gross Rent earned as a result there of shall be brought into account in arriving at the Gross Fees earned during the Indemnity Period.

MEMO 2: PREMIUM ADJUSTMENT CLAUSE

The premium paid hereon may be adjusted on receipt by the Company of a Declaration of Gross Rent 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 Rent the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Rent 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 Rent 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.

PUBLIC LIABILITY INSURANCE

PUBLIC LIABILITY INSURANCE

The Company will indemnify the Insured against liability at law in respect of

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

happening in connection with the Business and occurring upon or about the Premises as stated in the policy schedule within the period of insurance.

LIMIT OF INDEMNITY

The total amount payable by the Company for injury or 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. Injury shall mean bodily injury disease or illness including death resulting therefrom.

5. 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

6. 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.

7. 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.

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

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

PUBLIC LIABILITY INSURANCE

EXCLUSIONS

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
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 and goods supplied, completed operation 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.
14. Liability arising out of and / or to offshore operations.
15. Liability arising out of and / or to air-side operations.
16. Pure financial loss.

PUBLIC LIABILITY INSURANCE

17. 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.

18. 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.

19. 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.

20. 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.

21. 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).

22. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, injury or 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, injury or 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, injury or 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.

23. 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.

PUBLIC LIABILITY INSURANCE

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.

5. ALTERATIONS OF RISK

If any change shall occur materially varying any of the circumstances disclosed to the Company the Insured shall as soon as reasonably practicable give notice of such change with full particulars thereof and the Company shall have the right to vary the terms of this Policy

6. ALTERATIONS TO POLICY

No alteration in the terms of this Policy will be held valid unless the same is signed or initialled by an authorised official of the Company.

7. SUBROGATION

The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence 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.

Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the total amount of the loss.

8. 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.

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.

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 injury or damages and 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 injury or 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

This Policy applies only to judgements delivered by or obtained from a Court of competent jurisdiction of the countries stated in the schedule.

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 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.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the terms of this Policy 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 in so far as they can apply.

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.

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 on non-manual works.
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.

EXCLUSIONS

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.

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 offshore rig or platform or any work related travel on any vessel or aircraft to or from any offshore rig or platform
8. 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.
9. 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.
10. 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.

11. 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).
12. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, injury or 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, injury or 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, injury or 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.

4. ALTERATIONS OF RISK

If any change shall occur materially varying any of the circumstances disclosed to the Company the Insured shall as soon as reasonably practicable give notice of such change with full particulars thereof and the Company shall have the right to vary the terms of this Policy.

5. ALTERATIONS TO POLICY

No alteration in the terms of this Policy or of its Conditions will be held valid unless the same is signed or initialed by an authorized Official of the Company.

6. SUBROGATION

The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence 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.

Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the total amount of the loss.

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 maybe 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

WORKMEN COMPENSATION INSURANCE

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.

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

This Policy applies only to judgements delivered by or obtained from a Court of competent jurisdiction of the countries stated in the schedule.

MONEY INSURANCE

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.

EXCLUSIONS

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 unexplained disappearance or due to 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. for loss of interest, or consequential loss of any kind.
9. loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process (including but not limited to hacking, cyber crime & alike) or any other electronic system.
10. loss from a safe or strongroom following use of the safe or strongroom key(s) or any duplicate thereof belonging to the Insured unless this has been obtained by threat or by violence to the person in custody of the key(s).
11. 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.
12. 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, revenue 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.

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.100,000 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.

MONEY INSURANCE

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.

If the parties 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.

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.

12. SUBROGATION

The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence 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.

Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the total amount of the loss.

13. CONTRIBUTION – OTHER INSURANCES

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 such claim and costs and expenses in connection therewith.

14. PRIVACY OF CONTRACT

This Policy of insurance is a private and exclusive contract between the Insured and the Company All benefits rights and obligations under the terms hereof belong to or are owned by the Insured and the Company The Company is under no obligation whatsoever to defend settle compromise or otherwise respond to any action or claim brought directly and solely against the Company in respect of any risk covered by this Policy by any person who is not a party to the said contract.

Nothing in this Condition or in the contract generally shall prevent the Company from exercising its rights of subrogation against any person who is not a party to this contract.

EMPLOYEE DISHONESTY INSURANCE – FIDELITY GUARANTEE

EMPLOYEE DISHONESTY INSURANCE – FIDELITY GUARANTEE

1. The Company will indemnify the Insured against any loss of money or property 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.

EXCLUSIONS

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 reasonable systems of check or control 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.
5. unexplained shortages of money or property which cannot be attributed to an employee or employees acting in collusion.
6. losses occurring outside the territorial limits stated in the Schedule.
7. penalties or fines.

8. any loss resulting from fraud or dishonest acts (wholly or partial) committed by directors and owners unless covered as an employee.
9. loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process (including but not limited to hacking, cyber crime & alike) or any other electronic system.

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.
5. Fraud or Dishonesty shall mean any intentional act(s) whether committed alone or in cooperation with at the instigation of or in assistance of others that are penalized by law.
6. Money shall mean, cash (notes, coins), credit company sales vouchers, postal and money orders and current postage stamps, telephone cards.

EMPLOYEE DISHONESTY INSURANCE – FIDELITY GUARANTEE

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) notify the Police and take all practical steps to discover any guilty person and recover the property lost.
- (c) immediately take all steps to prevent further loss.
- (d) 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.

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.

EMPLOYEE DISHONESTY INSURANCE – FIDELITY GUARANTEE

If the parties 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.

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.

10. SUBROGATION

The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence 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.

Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the total amount of the loss.

11. CONTRIBUTION – OTHER INSURANCES

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 such claim and costs and expenses in connection therewith.

12. PRIVACY OF CONTRACT

This Policy of insurance is a private and exclusive contract between the Insured and the Company. All benefits rights and obligations under the terms hereof belong to or are owned by the Insured and the Company. The Company is under no obligation whatsoever to defend settle compromise or otherwise respond to any action or claim brought directly and solely against the Company in respect of any risk covered by this Policy by any person who is not a party to the said contract.

Nothing in this Condition or in the contract generally shall prevent the Company from exercising its rights of subrogation against any person who is not a party to this contract.

GROUP PERSONAL ACCIDENT

GROUP 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 } on horseback
(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
(b) rock or cliff climbing } ropes or guides

9. Pot-holing

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.

GROUP PERSONAL ACCIDENT

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%

GROUP 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)	10%
	(ii) one big toe (one phalanx)	5%
	(iii) any other toe	5%
e.	Loss by physical severance of permanent total loss of use of,	
	(i) in both ears	75%
	(ii) in one ear	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	25%	20%
	(ii) one phalanx	10%	8%
g.	One forefinger		
	(i) all phalanges	20%	15%
	(ii) two phalanges	15%	10%
	(iii) one phalanx	10%	5%
h.	Any other finger		
	(i) all phalanges	10%	8%
	(ii) two phalanges	8%	5%
	(iii) one phalanx	5%	3%
i.	Permanent Total loss of use of		
	(i) shoulder or elbow	25%	20%
	(ii) wrist	20%	15%
	(iii) hip, ankle of knee	20%	20%
j.	Removal of the lower jaw by surgical operation	30%	

GROUP PERSONAL ACCIDENT

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.

GROUP PERSONAL ACCIDENT

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.

If the parties 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.

TRAVEL (BAGGAGE) INSURANCE

TRAVEL (BAGGAGE) INSURANCE

The Company hereby agrees subject to the terms exceptions limits and conditions contained herein or endorsed hereon 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, if the property is lost, destroyed or damaged during the course of the journey whilst on a business trip, the Company will indemnify the Insured against any accident or misfortune in accordance with the terms and conditions of this section, subject to the limits reflected in the Policy Schedule.

PROVIDED THAT

At the Company's option property lost, destroyed or damaged will be repaired, replaced or paid for after a deduction for wear, tear and depreciation and less any deductible stated in the Policy Schedule.

The Company's liability shall not exceed 20% of Sum Insured set for each Insured Person shown in the Policy Schedule in respect of any single article or any single matching pair or set of articles (except as otherwise agreed by the Company and previously endorsed on to this section in the Policy Schedule).

EXCEPTIONS

We shall not pay for:

1. Any loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
2. Loss of or destruction or damage to:
 - (a) Contact corneal cap or micro lenses.
 - (b) Manuscripts or documents of any kind.
 - (c) Traveller's samples.
 - (d) Cash, cheques, travel tickets, passports, stamps, bullion, medals, coins, bonds or securities of any kind.
3. Breakage of or damage to crockery, china, glass, curios, pictures, musical instruments or fragile articles of any kind, unless caused by fire or accident to the vehicle, vessel or aircraft conveying such articles.
4. Unexplained loss or mysterious disappearance of baggage
5. Any loss or damage to laptops or other mobile equipment or valuables if left unattended or out in the open.

ELECTRONIC EQUIPMENT INSURANCE

ELECTRONIC EQUIPMENT INSURANCE

WHEREAS THE INSURED named in the schedule hereto has made to the Insurance Company mentioned in the Policy Schedule (hereinafter called "the Insurers") a written proposal by completing a questionnaire which, together with any other statements made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein,

NOW THIS POLICY OF INSURANCE WITNESSES that, subject to the Insured having paid to the Insurers the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

GENERAL EXCLUSIONS

The Insurers shall not indemnify the Insured in respect of loss or damage directly or indirectly caused by, arising out of or aggravated by

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
2. Nuclear reaction, nuclear radiation or radioactive contamination;
3. Wilful act or wilful negligence of the Insured or his representatives.

In any action, suit or other proceeding where the Insurers allege that, by reason of the provisions of Exclusion 1 above, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this Policy, in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in the questionnaire and proposal made by the insured shall be a condition precedent to any liability of the Insurers.
2. The schedule and the section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the schedule and the section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy, of the schedule or of the section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
4. (a) representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.

(b) the Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Insurers.
5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
 - (a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage;
 - (b) take all steps within his power to minimize the extent of the loss or damage;

(c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;

(d) furnish all such information and documentary evidence as the Insurers may require;

(e) inform the police authorities in the case of loss or damage due to burglary.

The Insurers shall on no account be liable for loss or damage of which no notice has been received by the Insurers within 14 days of the occurrence. Upon notification being given to the Insurers under this condition, the Insured may carry out repairs of or make good any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Insurers, or if temporary repairs are carried out without the Insurers' consent.

6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.

7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), 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 to be appointed in writing

by the arbitrators before the latter enter upon the reference. 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 the Insurers.

8.(a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated; or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Insurers shall not be liable to make any payment hereunder.

(b) In the event of the Insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.

9. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.

10. This Policy may be terminated at the request of the Insured at any time, in which case the Insurers will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Insurers by seven days' notice to that effect being given to the Insured, in which case the Insurers will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Insurers may have incurred and less any long-term discount on premium granted.

11. Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the insured. Without obtaining the Insured's approval the Beneficiary shall further have the right to receive any indemnity paid under this Policy and to transfer the Insured's rights even if the Beneficiary is not in possession of this Policy. Upon payment of an indemnity the Insurers may require evidence of the Beneficiary having given his consent to the insurance and of the insured having given his consent to the receipt of an indemnity by the Beneficiary.

ELECTRONIC EQUIPMENT INSURANCE

12. The indemnity shall be payable one month after determination by the Insurers of the full amount due. Notwithstanding the above, the Insured may, one month after the Insurers have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control.

The Insurers shall be entitled to withhold indemnification.

- (a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers, of the necessary proof;
- (b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the insured, pending completion of such examination or inquiry.

SECTION 1 – MATERIAL DAMAGE

SCOPE OF COVER

The Insurers hereby agree with the Insured that if at any time during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy, the items or any part thereof entered in the schedule suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby.

SPECIAL EXCLUSIONS TO SECTION 1

The Insurers shall not, however, be liable for

- (a) the deductible stated in the schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
- (b) loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;
- (c) loss or damage directly or indirectly caused by theft;
- (d) loss of damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives; whether such faults or defects were known to the Insurers or not;
- (e) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- (f) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- (g) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- (h) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- (i) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- (j) loss of or damage to the rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- (k) consequential loss or liability of any kind or description;
- (l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals);
- (m) aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

ELECTRONIC EQUIPMENT INSURANCE

In respect of the parts mentioned under (l) and (m) above, the Insurers shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

PROVISIONS APPLYING TO SECTION 1

MEMO 1 – SUM INSURED

It shall be a requirement of this insurance that the sum insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including, e.g. freight, customs duties and dues, if any, and erection costs. If the sum insured is less than the amount required to be insured, the Insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

MEMO 2 – BASIS OF INDEMNITY

(a) in cases where damage to an insured item can be repaired, the Insurers shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Insurers shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

(b) In cases where an insured item is destroyed, the Insurers shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurers shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed

item shall no longer be covered under this Policy, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the schedule. (The Insurers may agree – by application of the relevant endorsement – to extend this insurance to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid unless the sum insured is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this insurance only if especially agreed in writing.

The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy. The costs of any provisional repairs shall be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The Insurers shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

ELECTRONIC EQUIPMENT INSURANCE

SECTION 2 – EXTERNAL DATA MEDIA

SCOPE OF COVER

The Insurers hereby agree with the Insured that if the external data media entered in the schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, suffer any material damage indemnifiable under Section 1 of this Policy, the Insurers will indemnify the Insured, as hereinafter provided, in respect of such loss of damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the premises.

SPECIAL EXCLUSIONS TO SECTION 2

The Insurers shall, however, not be liable for

- (a) the deductible stated in the schedule to be borne by the Insured in any one occurrence;
- (b) any costs arising from false programming, punching, labeling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
- (c) consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION 2

MEMO 1 – SUM INSURED

It shall be a requirement of this insurance that the sum insured is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

MEMO 2 – BASIS OF INDEMNITY

The Insurers shall indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Insurers shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

SECTION 3 – INCREASED COST OF WORKING

SCOPE OF COVER

The Insurers hereby agree with the Insured that if material damage indemnifiable under Section 1 of this Policy gives rise to a total or partial interruption of operation of the EDP equipment entered in the schedule, the Insurers will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Policy up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum insured in any one year of insurance, provided always that such interruption occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy.

SPECIAL EXCLUSIONS TO SECTION 3

The Insurers shall, however, not be liable for any additional expenditure incurred as a result of

- (a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;
- (b) the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.

PROVISIONS APPLYING TO SECTION 3

MEMO 1 – SUM INSURED

It shall be a requirement of this insurance that the sum insured stated in the schedule is the amount which the Insured would have to pay as additional expenditure for 12 months' use of substitute EDP equipment of similar performance to the EDP equipment insured. The sum insured shall be based on the amounts agreed per day and per month as specified in the schedule.

The Insurers shall also reimburse the Insured for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums therefor have been entered in the schedule.

MEMO 2 – BASIS OF INDEMNITY

In the event of failure of the EDP equipment insured the Insurers shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured which is applicable to this period, the Insurers shall only be liable to indemnify the Insured in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Insurers.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

MACHINERY INSURANCE

MACHINERY INSURANCE

Whereas the Insured named in the Schedule hereto has made to the Insurance Company mentioned in the Policy Schedule (hereinafter called 'the Insurers') a written proposal by completing a questionnaire which, together with any other statements made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein,

Now this Policy of Insurance witnesses that, subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon,

The Insurers hereby agree with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy, the items (or any part thereof) entered in the Schedule, whilst on the premises mentioned therein, suffer any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement,

The Insurers will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

This Policy shall apply to the insured items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

EXCLUSIONS

The Insurers shall not be liable for

1. The deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
2. Loss of or damage to exchangeable tools, eg dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, eg refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, eg lubricants, fuels, catalysts;
3. Loss or damage due to fire, direct lightning, chemical explosion (except fuel gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts there at, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
4. Loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;
5. Loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;
6. Loss or damage arising out of the wilful act or gross negligence of the Insured or his representatives;
7. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organisation, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto by any public authority;
8. Any consequence of nuclear reaction, nuclear radiation or radioactive contamination;

9. Loss or damage as a direct consequence of the continual influence of operation (eg wear and tear, cavitation, erosion, corrosion, rust, boiler scale);

10. Consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein.

In any action, suit or other proceeding where the Insurers allege that, by reason of the provision of Exclusion 7 above, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

PROVISIONS

MEMO 1 – SUM INSURED

It shall be a requirement of this Policy that the sum insured is equal to the cost of replacement of the insured machinery by new machinery of the same kind and capacity, which means its cost of replacement including, eg, freight, dues and customs duties, if any, and cost of erection.

If the sum insured is less than the amount required to be insured, the Insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

MEMO 2 – BASIS OF INDEMNITY

(a) in cases where damage to an insured item can be repaired – the Insurers shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Insurers shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in (b) below.

(b) in cases where an insured item is destroyed – the Insurers shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurers shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs shall be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total cost of repair. The Insurers shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

CONDITIONS

1. The due observance and fulfilment of the terms of this Policy, in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.
2. The Schedule shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the Schedule. 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.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.

MACHINERY INSURANCE

4. (a) representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.

(b) the Insured shall immediately notify the Insurers either by teletype (telex, telefax, telegram) or by telephone confirmed in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurers.

5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall

(a) immediately notify the Insurers either by teletype (telex, telefax, telegram) or by telephone confirmed in writing, giving an indication as to the nature extent of the loss or damage;

(b) take all reasonable steps within his power to minimize the extent of the loss or damage;

(c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;

(d) furnish all such information and documentary evidence as the Insurers may require.

The Insurers shall on no account be liable for loss or damage of which no notice has been received by the Insurers within 14 days of its occurrence. Upon notification being given to the Insurers under this condition, the Insured may carry out repairs of any minor damage or replace items which have sustained any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Insurers, or if temporary repairs are carried out without the Insurers' consent.

6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.

7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), 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 to be appointed in writing by the arbitrators before the latter enter upon the reference. 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 the Insurers.

8. The Insurers shall be entitled to withhold indemnification

(a) if there are doubts regarding the insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof;

(b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

MACHINERY INSURANCE

9. (a) if the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Insurers shall not be liable to make any payment hereunder.
- (b) in the event of the Insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.
10. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
11. This Policy may be terminated at the request of the Insured at any time, in which case the Insurers will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Insurers by seven day's notice to that effect being given to the Insured, in which case the Insurers will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Insurers may have incurred.
12. The Insurers shall not be liable to pay interest other than interest for default.

DETERIORATION OF STOCK IN COLD STORAGE

DETERIORATION OF STOCK IN COLD STORAGE INSURANCE

Whereas the Insured named in the Schedule hereto has made to the Insurance Company mentioned in the Policy Schedule (hereinafter called 'the Insurers') a written proposal by completing a questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

Now this Policy of Insurance witnesses that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon.

The Insurers hereby agree with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy, the goods specified in the Schedule suffer loss or damage caused by deterioration due to any unforeseen and sudden physical loss of or damage to the machinery specified in the list of machinery attached to the questionnaire and proposal of this Policy and indemnifiable under the machinery breakdown policy in force, the Insurers will indemnify the Insured in respect of such deterioration in the manner and to the extent hereinafter provided up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby, unless the sum insured has been reinstated.

EXCLUSIONS

The Insurers shall not be liable for

1. The deductible stated in the Schedule to be borne by the Insured in any one occurrence;
2. Any loss of the goods stored in the refrigerating chambers arising within the no claims period indicated by the Insured in the Schedule due to any deviation from the prescribed refrigerating temperature, unless such deterioration is caused by contamination as a result of escaping refrigerant or by accidental freezing of the goods or unless fresh goods which have not yet reached the prescribed refrigerating temperature are hereby affected, the no-claims period being defined as the time period immediately following cessation of cooling during which, with storage room left sealed, no deterioration would take place;

3. Any loss with regard to the goods stored arising as a result of shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction;
4. Any loss arising from improper storage, damage to packing material, insufficient circulation of air, non-uniformity of temperature;
5. Any loss caused by temporary repair of the refrigeration machinery specified in the list of machinery which is carried out without the Insurers' consent;
6. Penalties for delay, consequential loss or damage or liability of any nature whatsoever;
7. Loss or damage directly or indirectly caused by, or arising out of, or aggravated by
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lockout, civil commotion, military or usurped power, a group of malicious persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
 - (b) nuclear reaction, nuclear radiation or radioactive contamination;
 - (c) the wilful act or wilful negligence of the Insured or his representatives;
 - (d) fire, direct lightning, chemical explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, thefts or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or other natural catastrophes.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion (a) above any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

DETERIORATION OF STOCK IN COLD STORAGE

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this Policy, insofar as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in the questionnaire, proposal and monthly declarations made by the Insured shall be a condition precedent to any liability of the Insurers.
2. The Schedule and the questionnaire and proposal shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the Schedule and the questionnaire and proposal. Any word or expression to which a specific meaning has been attached in any part of this Policy, of the Schedule or of the questionnaire and proposal shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
4. (a) representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.

(b) the Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Insurers.
5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
 - (a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage;
 - (b) take all steps within his power to minimize the extent of the loss or damage;
 - (c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;
 - (d) furnish all such information and documentary evidence as the Insurers may require;
 - (e) inform the police authorities in the case of loss or damage due to burglary. The Insurers shall on no account be liable for loss or damage of which no notice has been received by the Insurers within 14 days of its occurrence. Upon notification being given to the Insurers under this condition, the Insured may carry out repairs of or make good any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.
6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.
7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), 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 to be appointed in writing by the arbitrators before the latter enter upon the reference. 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 the Insurers.

DETERIORATION OF STOCK IN COLD STORAGE

8. (a) if the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Insurers shall not be liable to make any payment hereunder.

(b) in the event of the Insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.

9. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.

10. This Policy may be terminated at the request of the Insured at any time, in which case the Insurers will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Insurers by seven days' notice to that effect being given to the Insured, in which case the Insurers shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Insurers may have incurred and less any long-term discount on premiums granted.

11. Under an insurance for a third party's account the beneficiary shall be entitled to exercise, in his own name, the rights of the Insured. Without obtaining the Insured's approval, the beneficiary shall further have the right to receive any indemnity paid under this Policy and to transfer the Insured's rights even if the beneficiary is not in possession of this Policy. Upon payment of indemnity the Insurers may require evidence of the beneficiary having given his consent to the insurance and of the Insured having given his consent to the receipt of an indemnity by the beneficiary.

12. The indemnity shall be payable one month after determination by the Insurers of the full amount due. Notwithstanding the above, the Insured may, one month after the Insurers have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control.

The Insurers shall be entitled to withhold indemnification

(a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof;

(b) if in connection with the claim an examination by the police or an inquiry under criminal law has been initiated against the Insured, pending completion of such examination or inquiry.

SPECIAL CONDITIONS

This Policy shall only apply if

1. The refrigeration machinery specified in the list of machinery attached to the questionnaire and proposal of this Policy is insured under a machinery breakdown policy in force;
2. The insured refrigeration machinery specified in the aforesaid list of machinery is under constant supervision by qualified personnel or is connected to an automatic alarm system in a constantly attended location;
3. The stock is not stored in "controlled atmosphere" chambers;
4. At the time of the loss or damage the goods are stored in the refrigerating chambers;
5. The Insured maintains on a daily basis a stockbook in which the type, quantity and value of the goods stored and the beginning and the end of the storage period are entered for each refrigerating chamber separately;

DETERIORATION OF STOCK IN COLD STORAGE

6. During the entire period of storage the Insured records in a log-book the condition of the insured goods and at least three temperature readings per day from each refrigerating chamber, the accuracy of the temperature readings being checked by means of a calibrated, independent reference thermometer at least every 14 days.

PROVISIONS

MEMO 1 – SUM INSURED

It shall be a requirement of this Policy that the sum insured is equal to the estimated maximum selling price obtainable for the stored goods during the period of this Policy, such maximum selling price being indicated in the Schedule submitted by the insured prior to the commencement of insurance. The Insured shall be obliged to furnish the Insurers not later than 10 days after the close of each month either with copies of the aforesaid stockbook or with a duly completed declaration showing the average quantity and value per day of the goods stored during the preceding month (monthly declaration).

The monthly declaration shall be based on the selling price obtainable for the goods.

Stockbook copies and monthly declarations shall be regarded as forming an integral part of this Policy. If after the occurrence of a loss it is found that the last monthly declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last monthly declaration bears to the amount that ought to have been declared.

The sum insured shall be reduced by any indemnity paid under this Policy for the remaining policy period unless it has been reinstated by payment of an additional premium on a pro-rata basis. This additional premium shall not be taken into account in the final adjustment of premium as provided for in Memo 2.

MEMO 2 – PREMIUM

The first premium shall be due on receipt of this Policy, and all renewal premiums at the commencement of each new period of insurance. Taxes, fees and any other charges shown in this Policy or in the premium bill shall be paid with the premium.

The premium payable at the commencement of any one year of insurance shall be a deposit premium based on 75% of the sum insured as specified in the Schedule and shall be subject to adjustment at the end of each year of insurance in accordance with the stockbook copies or the monthly declarations submitted to the Insurers.

Should it be found on the basis of such information that at the end of any year of insurance the deposit premium paid was too high, premium adjustment shall be made subject to the total premium payable by the Insured being not less than 50% of the full premium based on the sum insured stated in the Schedule. Failure on the part of the Insured to submit stockbook copies or monthly declarations shall entitle the Insurers to apply the maximum sum insured as fixed in the Schedule for premium calculation. Any difference in premium so determined, whether due to or by the insured, shall be settled within one month of the dispatch of the statement showing the premium adjustment.

MEMO 3 – BASIS OF INDEMNITY

All claims shall be settled on the basis of the value stated in the monthly declaration immediately prior to the occurrence of the loss or the selling price which would have been obtainable, whichever is the lower. When determining the indemnity the Insurers shall take into consideration all circumstances which may influence the amount of indemnity, such as proceeds from a sale of the goods as well as storage costs saved due to the termination of the storage.

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