



TOKIO MARINE  
NICHIDO

## **PART A - POLICY WORDINGS**

**(PART A is applicable irrespective of whether specified in the Policy Schedule)**



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## KlickSafe Package Insurance Policy

### Introduction

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Thank you for placing your business with Tokio Marine & Nichido Fire Insurance (the Company).

This policy is a legal contract and it is important that this document is checked to make sure that all the details stated in the Schedule (which are attached to and form an integral part of the Policy Wording) are correct and reflect the cover requested.

You (the Policyholder) must notify us or your Insurance Advisor as soon as is reasonably practicable:

- 1 if there is a discrepancy or omission in the insurance provided or if your insurance requirements change
- 2 of any fact(s) or change(s) that we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts or changes may invalidate the Policy or result in the Policy not operating fully.

The Policyholder should comply with all procedures stated in the Policy as failure to do so may be a bar to any claim.

### Policy Contract

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In consideration of the Policyholder having paid or agreed to pay the premium stated in the schedule the Company agrees to indemnify the Policyholder or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this policy provided that:

- 1 the Policyholder shall be subject to all the terms, conditions, limitations and/or exclusions contained in this Policy or by additional endorsements
  - 2 the Company's liability shall not exceed the Sums Insured or the Limits of Liability expressed herein
  - 3 the Schedule, General Claims Conditions, General Conditions, General Definitions, General Exclusions, General Protection Maintenance Conditions and Active Covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall have that meaning as indicated in the Policy.
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TOKIO MARINE  
NICHIDO

## **General Claims Conditions**

*The following General Claims Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.*

<b>Admission of Liability</b>	<i>No admission of Liability or negotiation or settlement of any claim shall be made without the Company's written consent</i>
<b>Arbitration</b>	<i>If any difference shall arise as to the amount to be paid under any Section of this Policy (Liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions and the making of an award shall be a condition precedent to any right of action against the Company.</i>
<b>Claims – Rights of the Company</b>	<p><i>The Company shall be entitled whether before or after indemnification of the Policyholder to conduct in the Policyholder's name the defence or settlement of any claim or to take action to seek recovery or secure indemnity from any third party in respect of any claim covered by this policy and shall have full discretion in the conduct of any such proceedings.</i></p> <p><i>The Policyholder shall allow the Company to access any Premises where Damage has occurred and to take and keep possession of or to deal with property in any reasonable manner. No property may be abandoned to the Company.</i></p>
<b>Discharge of liability</b>	<i>The Company may pay to the Policyholder in the event of any one claim or series of claims arising out of one occurrence the specified Limit of liability or Sum Insured after deducting any sums already paid or any lesser amount for which the claim(s) can be settled and then be under no further liability in respect of such claim or series of claims except for the amount of any costs and expenses incurred prior to the date of the payment</i>
<b>Electronic data processing media valuation</b>	<p><i>Where electronic data processing media insured by this Policy suffer Damage then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating gathering or assembly of such electronic data. If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media.</i></p> <p><i>However this Policy does not cover any amount excluded by the Electronic data exclusion contained in the General Exclusions of this Policy or any amount pertaining to the value of such electronic data to the Policyholder or any other party even if such electronic data cannot be recreated gathered or assembled.</i></p>
<b>Information and assistance</b>	<i>All particulars information and assistance as may be reasonably required by the Company must be supplied by the Policyholder at their own expense.</i>
<b>Mitigation</b>	<p><i>Following Damage immediate action must be taken by the Policyholder to minimise such Damage and avoid interruption or interference with the Business.</i></p> <p><i>Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.</i></p>
<b>Notification to the Company</b>	<p><i>The Policyholder shall in the event of any Damage or bodily injury immediately notify the Company in writing and where the Company receives notification of any Loss this must be reported in writing as soon as reasonably possible to the Company.</i></p> <p><i>A detailed statement of any claim must be submitted 3 months of the discovery of any act or acts of fraud or dishonesty or such further time as the Company may in writing allow</i></p> <p><i>The Policyholder must forward to the Company a claim form and/or any other relevant correspondence/documents and/or any writ summons or other court or legal document issued against the Policyholder in consequence of the Loss.</i></p>
<b>Notification to the Police</b>	<i>If theft or attempted theft or Damage by malicious persons (including arson) occurs or is suspected notice must be given immediately upon discovery to the police and all practical steps taken to recover property lost or stolen.</i>



**TOKIO MARINE  
NICHIDO**

**Terms of settlement**

*If the Company elects to repair, reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to expend more than the relevant sum insured.*

**General Conditions**

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*The following General Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.*

**Adjustment**

*If any part of the premium is shown in the Schedule as being adjustable the Policyholder shall within one month of the expiry of each Period of Insurance or such further periods as the Company may allow furnish such details as the Company may require and the premium for such period shall be adjusted accordingly subject to any minimum premium(s) that may be required.*

*If any part of the premium is calculated on estimates provided by the Policyholder the Policyholder shall keep accurate records containing all particulars relating thereto and shall permit the Company or its representatives to inspect such records at any time.*

**Applicable law**

*In the absence of any written agreement to the contrary the law applicable to this contract will be United Arab Emirates law.*

**Cancellation**

*The Company may cancel this Policy or any Section thereof by giving 30 days' notice by registered letter to the Policyholder at their last known address in which event the Policyholder at the discretion of the Company may receive a pro rata return of premium for the unexpired Period of Insurance.*

**Changes in facts**

*This Policy shall be avoided with respect to any Item or Section if in regard to which after the commencement of this insurance*

- 1 there is any alteration in the Premises or Business or otherwise whereby the risk of Loss or Damage is increased*
- 2 there is any change of material facts*
- 3 the Policyholder's interest ceases except by will or operation of law*

*unless the Policyholder immediately they become aware shall give written notice to the Company and the Company agrees to continue this Insurance. The Policyholder shall pay an additional premium if required.*

**Condition precedent to liability**

*Each and every condition applied to this Policy whether as a General or Section Condition shall apply from the time the Condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such Condition shall be a bar to any claim.*

**Fraud**

*All benefit under this Policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated or if any Damage be occasioned by the wilful act or with the connivance of the Policyholder.*

**Non-disclosure**

*This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.*

**Non-invalidity**

*The insurance provided by this Policy shall not be prejudiced by any act or omission unknown to or beyond the control of the Policyholder whereby the risk of Damage or bodily injury is increased provided that the Policyholder immediately they become aware shall give notice in writing to the Company and pay an additional premium if required.*

**Personal representatives**

*In the event of the Policyholder's death the Company will pay such sums to the Policyholder's personal representatives as would have been payable under this Policy to the Policyholder but for the death provided that they comply with the terms and Conditions of this Policy in so far as they*



**TOKIO MARINE  
NICHIDO**

apply.

**Premium payment warranty**

*It is a condition precedent to liability that the Policyholder undertakes to pay in full to the Company the premium amount within 60 days of inception of this Policy*

*If the premium amount has not been paid to the Company within the specified time limits the Company shall have the right to cancel this Policy by notifying the Policyholder in writing.*

*Cancellation shall be subject to*

- (a) Premium amount paid in full in the event of a claim prior to the date of cancellation*
- (b) a pro rata premium charge for the time that the Company has been on risk.*

*It is agreed that the Company shall give no less than 5 days prior notice of cancellation to the Policyholder.*

## **General Definitions**

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The following General Definitions shall apply to this Policy and wherever these words appear within the wording starting with a capital letter shall have the same meaning throughout the Policy other than where specifically amended

The following definitions shall mean:

<b>Business</b>	As stated in the schedule and no other for the purpose of this Policy.
<b>Company</b>	Tokio Marine & Nichido Fire Insurance Company and/or other Insurers as stated in the schedule for their indicated proportion.
<b>Computer virus</b>	A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to “Trojan horses” “worms” and “time logic bombs”
<b>Damage</b>	Accidental physical loss or destruction and/or damage
<b>Deductible(s)</b>	The first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible
<b>Electronic data</b>	Facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment
<b>Money</b>	Cash bank and currency notes cheques (other than blank or partly completed cheques) travellers cheques bankers drafts postal orders money orders current postage and revenue stamps unexpired units in franking machines trading stamps (whether affixed to cards or otherwise) holiday with pay stamps gift tokens and bills of exchange luncheon vouchers and travel tickets travel warrants phone cards credit and charge cards all belonging to the Policyholder or for which the accepted responsibility.
<b>Period of Insurance</b>	The dates stated in the Schedule and shall start from one minute past midnight (00:01am) and end at midnight (00:00pm)
<b>Policy</b>	The wordings schedule and specifications that form this document
<b>Policyholder</b>	The person (s) or corporate body named in the Schedule
<b>Premises</b>	Those premises stated in the Schedule



**TOKIO MARINE  
NICHIDO**

<b>Schedule/Specification(s)</b>	Those parts of the Policy that detail information provided to the Company that forms the basis of this contract showing the coverage and limits selected.
<b>Section(s)</b>	The part(s) of the Policy that detail(s) the insurance cover provided.
<b>Terrorism</b>	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 organization(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.
<b>Unoccupied</b>	Any premises or part of any premises which is empty or not in use by the Policyholder or any tenant of the Policyholder during normal business hours.

## **General Exclusions**

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*The following General Exclusions shall apply to all Sections of the Policy other than where indicated under relevant headings below or where specifically provided otherwise elsewhere in the Policy.*

<b>Date Recognition</b>	<p><b>The Company shall not be liable under this Policy for any</b></p> <ol style="list-style-type: none"><li><b>1 claim resulting from Damage directly or indirectly caused by or consisting of or arising</b></li><li><b>2 liability of whatsoever nature directly or indirectly caused by or contributed to by or arising</b></li><li><b>3 proceedings that result directly or indirectly</b></li><li><b>4 additional expenditure arising directly or indirectly</b>  <b>from the failure of any computer or data processing equipment or media or microchip or integrated circuit or similar device or any computer software whether the property of the Policyholder or not to</b><ol style="list-style-type: none"><li><b>(a) correctly recognise any date as its true calendar date</b></li><li><b>(b) capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date</b></li><li><b>(c) capture save or retain and/or correctly to process the data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain and/or correctly to process such data on or after any date but this shall not exclude (other than in respect of liability and/or proceedings as stated above) claims resulting from subsequent Damage not otherwise excluded which itself results from a Defined peril as stated in relevant Sections.</b></li></ol></li></ol>
<b>Deductible</b>	<p>The company shall not be liable for the amounts stated in the relevant Schedule in respect of each and every claim as ascertained after the application of all other terms and conditions of the Section including any condition of Average.</p> <p>The Policyholder shall effect no insurance in respect of any amount specified as a Deductible herein.</p>
<b>Electronic data</b>	<p>This Policy does not cover Damage distortion erasure corruption or alteration of Electronic data from any cause whatsoever (including but not limited to Computer virus) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless</p>



TOKIO MARINE  
NICHIDO

of any other cause or event contributing concurrently or in any other sequence to the claim

**Radioactivity:**

This Policy does not cover Damage to any property whatsoever or any claim or expense Resulting or arising from any consequential loss or from any legal liability directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**Terrorism**

1 This Policy does not cover

- (a) Damage to property
- (b) any business interruption loss
- (c) any liability
- (d) any bodily injury of whatsoever nature cost or expense resulting from or arising directly or indirectly from Terrorism.

2 If the Company alleges that by reason of this exclusion any loss damage cost expense or liability is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.

**War & kindred risks**

This Policy does not cover Damage or bodily injury directly or indirectly occasioned by or in consequence of or arising out of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or nationalisation confiscation requisition seizure or destruction by order of the Government or any Public Authority except destruction by the order of any Public Authority at the time of and for the purpose of preventing the spread of fire or explosion.

Willful act or willful negligence of the Insured or his representative

Cessation of work whether total or partial

Derangement of the Insured property not accompanied by damage otherwise covered by this policy.

Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.

Loss, destruction or damage occasioned by pressure wave caused by aircraft and other aerial devices traveling at sonic or Supersonic speeds

***General Protection and Maintenance Conditions***

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The following General Protection and Maintenance Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.

***Electrical inspections (premises and appliances)***

*It is a condition precedent to liability that*

- 1 *the electrical system at the Premises (or the Policyholder's portion of the Premises) be inspected and tested by the Civil Defense and an inspection certificate issued following such an inspection*
- 2 *any work specified on such certificate to ensure that the electrical installation meets Civil Defense requirements shall be undertaken within 60 days of the issue of the certificate*
- 3 *a copy of each completion and inspection certificate is retained by the Policyholder and*



**TOKIO MARINE  
NICHIDO**

*available to the Company at the Company's request*

- 4 *the electrical installation shall be further inspected and tested within the timescale recommended on the completion and inspection certificate*
- 5 *all electrical appliances at the Policyholder's Premises shall be checked and inspected by a member of the Civil Defense at least once a year to ascertain their condition and safety and suitable "Tested for Electrical Safety" notice (bearing the date of such inspection) attached to all such appliances.*

**Minimum security standards**

*(applicable in respect of theft or malicious damage cover only)*

*It is a condition precedent to liability that the Policyholder must ensure that the following minimum security standards shall be provided at the Premises and shall be in full and proper operation whenever the Premises are left unattended: -*

- 1 *all external doors and all internal doors allowing access into shared or common areas of the building are fitted with: -*
  - (a) *a mortice deadlock or a 5 lever or 6 pinned hardened steel close shackle padlock in conjunction with a matching boxed striking plate or locking bar and staple*
  - (b) *two hinge bolts to be installed at the top and bottom of any outward opening door*
- 2 *all ground floor level and basement opening windows/ skylights and other opening windows or skylights accessible from roof deck or balcony areas fire escapes canopies or down pipes are fitted with key operated window locks unless such windows or skylights are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh*
- 3 *any additional security measures imposed by the Company shall be fitted in accordance with the Company's requirements*

*Any door or window officially designated as a fire exit is exempted from the above requirements.*

**Reasonable precautions**

*It is a condition precedent to liability that the Policyholder shall take all reasonable precautions to prevent or reduce all losses under this Policy*

*The Insured shall take all reasonable care*

- 1 *to prevent accidents and any injury or Damage*
- 2 *to observe and comply with statutory or local authority laws obligations and requirements*
- 3 *in the selection and supervision of employees*
- 4 *to maintain the Premises machinery and equipment and everything used in the Business in efficient and safe working order*
- 5 *to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.*

**Security and alarm requirements definitions**

**Intruder Alarm Installation:**

*shall mean all the component parts detailed in the alarm specification and include the devices used to transmit or receive signals*

**Keyholder:**

*shall mean the Policyholder or any person or key holding company authorised by the Policyholder who*

1. *is available at all times to*
  - (a) *accept notification of faults or alarm signals relating to the Intruder Alarm Installation*
  - (b) *attend and allow access to the Premises*
2. *has been fully trained in the operation of the Intruder Alarm Installation including but not*





**TOKIO MARINE  
NICHIDO**

*limited to the setting/unsetting of the Intruder Alarm Installation*

**Responsible Person:**

*shall mean a person authorised by the Policyholder to be responsible for the security of the Premises*

**Security and alarm Requirements**

*It is a condition precedent to liability that the Policyholder or other Responsible Person must ensure that all security protections in force as required by the Company shall be in full operation securing the Premises whenever the Premises are left Unoccupied unattended or closed for Business*

*and*

*where the Premises or part of the Premises are protected by an Intruder Alarm Installation that*

*1 such Intruder Alarm Installation*

*(a) must not be altered or amended in any way unless such alteration or amendment has been approved by the Company*

*(b) must be maintained under contract with the Company approved installers or as otherwise agreed in writing by the Company*

*2 all keys to such Intruder Alarm Installation including duplicate keys relative to the security (and to any safe or strong room within the Premises) must be removed from the Premises when the Premises are left Unoccupied unattended or closed for Business*

*3 the Policyholder must*

*(a) maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are left Unoccupied unattended or closed for Business*

*(b) change the security code whenever a Keyholder leaves their employment*

*(c) immediately notify the Company upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or withdrawn*

*(d) appoint at least two (2) Keyholders' and lodge written details (which must be kept up to date) of the Keyholders' names residential addresses and contact telephone numbers with the alarm company alarm receiving centre and police and provide such further information as they may require.*

*4 in the event of*

*(a) notification of any alarm fault*

*(b) activation of the Intruder Alarm Installation*

*(c) interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation*

*during any period that the Intruder Alarm Installation is set a Keyholder must attend the Premises as soon as possible*

*5 the Premises must not be left without at least one Responsible Person in attendance without the agreement of the Company*

*(a) unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation*

*(b) where the police have withdrawn their response to*

*(i) an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology)*

*(ii) a confirmed alarm activation where the Intruder Alarm Installation includes*



TOKIO MARINE  
NICHIDO

*confirmed alarm activation technology*

## SECTION I - EQUIPMENTS

### SCOPE OF COVER:

The Company hereby agrees with the insured (subject to the exclusions and conditions contained herein or endorsed hereon) 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 Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical replacement, the Company will indemnify the insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

### SPECIAL EXCLUSION TO SECTION I:

**The Company shall not, however be liable for**

- a) **the Excess 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 Excess applicable to such items;**
- b) **loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the Company or not;**
- c) **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;**
- d) **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;**
- e) **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;**
- f) **Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;**
- g) **Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement unless mentioned on the Schedule and premium charged thereof;**
- h) **Consequential loss or liability of any kind or description;**
- i) **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. lubricating oil, fuel, chemicals);**
- j) **Aesthetic defects, such as scratches on painted, polished or enameled surfaces.**

**In respect of the parts mentioned under i) and j) above the Company 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 I:

#### **I. SUM INSURED:**

*It is a requirement of this insurance that the Sum Insured on the property insured reflects the replacement or reinstatement cost of the property of the same kind and capacity including freight, dues and custom duties, if any, and erection costs*



TOKIO MARINE  
NICHIDO

**2. BASIS OF INDEMNITY:**

- a) *In cases where damage to an insured item can be repaired the Company will 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 Company will 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, except those with limited life but the value of any salvage will 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 settlement shall be made on the basis provided for in (b) below.*

- b) *In case where an insured item is destroyed the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, 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 Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.*

*Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this insurance only if especially agreed to in writing. In the event of the Maker's drawings, patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.*

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

*The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.*

**Condition of Average**

*If the sum insured is less than the amount required to be insured as per Provision –I hereinabove, the Company will 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.*

*The Company will make payments only after being satisfied, by production of the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be.*

**EXTENDED COVER: EQUIPMENT HIRE**

*It is hereby agreed and understood that, following an accident covered by this Policy, the Company will provide coverage for hire charges, as mentioned in the Schedule attached to this Policy, for a hired equipment/item which is comparable/similar in make/model against the claimed Insured item. In any case where the Insured item is stolen, or if the Company so decides not to repair the Insured item, the Company will provide rental/hire charges as mentioned in the Schedule attached to this Policy or settlement being proposed to the Insured, whichever is earlier.*

*Hire charges will be paid on actual bills subject to limits as mentioned in the Schedule attached to this Policy.*

*Further, such hire must commence within reasonable time following the accident of the Insured Vehicle otherwise the liability of the Company shall cease.*

*Notwithstanding the above, the Company shall not pay the cost of the following:*

- Any deductible stated in the Policy Schedule.*



## **NMA 2915 Electronic Data Endorsement B**

### **1. Electronic Data Exclusion**

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

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

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

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

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

#### **Listed Perils**

- Fire
- Explosion

### **2. Electronic Data Processing Media Valuation**

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

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

**NMA 2915 (25.1.01)**

From approved by Lloyd's Underwriters' Non-Marine Association Limited



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## Public Liability Section

### Additional Definitions

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The following Additional Definitions shall apply to the whole of this Section and that wherever these words appear within this Section starting with a capital letter shall bear the same meaning throughout this section.

The following definitions shall mean:

<b>Bodily injury</b>	physical psychiatric injury illness or disease including resulting death wrongful arrest detention or imprisonment.
<b>Employee</b>	any of the following whilst working for and under the direct control and supervision of the Policyholder in connection with the Business
	1 any person under a contract of service or apprenticeship with
	(a) the Policyholder
	(b) any other party who is supplied or hired to the Policyholder
	2 any labour master or labour only sub-contractor or any person supplied by them
	3 any self-employed person working for the Policyholder
	4 any person supplied to the Policyholder under a contract or agreement stipulating that such person shall be deemed to be in the employment of the Policyholder for the period of such contract or agreement
	5 any person participating in any government or otherwise authorised work experience training study exchange or similar scheme
	6 unpaid persons whilst temporarily working for the Policyholder.
<b>Geographical limits</b>	anywhere in the world

### Cover

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The Company agrees to indemnify the Policyholder in respect of all sums that the Policyholder shall become legally liable to pay as damages and claimant's costs and expenses arising out of accidental

- 1 Bodily injury to any person except to any Employee where such injury arises out of and in the course of their employment
- 2 Damage to material property not belonging to or in the custody or under the control of the Policyholder or any Employee
- 3 obstruction trespass nuisance or interference with any easement right of air light water or way

*occurring during the Period of Insurance in connection with the Business within the Geographical limits.*

Provided that the Company's limit of liability shall not exceed the sums stated in the Schedule

In addition the Company shall also indemnify the Policyholder for

- (a) all costs and expenses incurred with the written consent of the Company in respect of a claim against the Policyholder to which the indemnity expressed herein applies
- (b) the payment of solicitors' fees incurred with the Company's written consent for representation of the Policyholder at proceedings in any court arising out of any alleged act or omission resulting in a claim which may be the subject of indemnity hereunder or at any Coroner's Inquest or Fatal Accident Inquiry

subject to the terms Additional Exclusions and Additional Conditions of this Section and the General Exclusions and General Conditions of the Policy.



## **Additional Exclusions**

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**This section shall not apply to liability or indemnity**

<b>Advice and professional negligence</b>	arising out of the provision of or failure to provide instruction advice information or profession service whether or not a fee is involved. This exclusion shall not apply in respect of instruction advice or information which is provided or which should be provided in connection with a Proc
<b>Asbestos</b>	arising out of or related in any way to asbestos or asbestos containing materials from any loss demand claim or suit The Company shall have no duty or any kind with respect to any such loss demand claim or suit
<b>Contractual liability</b>	that has been assumed under a contract or agreement and would not have attached in the absence of such contract or agreement
<b>Defective workmanship</b>	arising from the cost of rectifying defective work carried out by or on behalf of the Policyholder.
<b>Fines penalties and other damages</b>	in respect of <ol style="list-style-type: none"><li>1 the payment of any fines penalties or liquidated damages</li><li>2 punitive or exemplary damages.</li></ol>
<b>Offshore Work</b>	in respect of a visit to or work at or on any offshore rig offshore platform or offshore installation or arising from transit by sea or by air to or from including embarkation and disembarkation
<b>Products Liability exclusion</b>	This Section shall not apply to liability caused by or arising from Products other than food or Drink sold or supplied for consumption on the premises of the Policyholder.
<b>Toxic mould</b>	In respect of Bodily injury or Damage to material property arising from any mould or fungi or its spores bacteria yeasts mildew algae mycotoxins or any other metabolic products enzymes or protein secreted whether toxic or otherwise.
<b>Vehicles vessels or craft</b>	In respect of Bodily injury or Damage to material property arising from the ownership possession or use by or on behalf of the Policyholder of <ol style="list-style-type: none"><li>any mechanically propelled vehicle used in circumstances where insurance or security is required by law or where indemnity is provided under any motor policy or other more specific insurance provided that this Exclusion shall not apply to<ol style="list-style-type: none"><li>(a) the loading or unloading of any vehicle or trailer or delivery or collection of goods in connection with any vehicle or trailer</li><li>(b) such vehicle whilst the same is being used as a tool of trade</li></ol></li><li>any vessel or craft or oil rig made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft other than<ol style="list-style-type: none"><li>(a) any watercraft owned by others and used by the Policyholder for business entertainment</li><li>(b) non powered watercraft</li><li>(c) barges not exceeding seventy-five tons capacity</li><li>(d) motor launches not exceeding twenty feet in length whilst on inland waterways.</li></ol></li></ol>



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### ***Additional Conditions***

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***Property damage deductible***

*The amount payable under this Section in respect of each and every claim arising from Damage to material property shall be reduced by the amount shown in the Schedule as the Deductible.*

***Worldwide jurisdiction***

*(Excluding USA/Canada)*

*The indemnity provided by this Section of the Policy shall apply to judgements of first instance against the Policyholder in any court in the world excluding judgements obtained in the Courts of the United States of America its territories or possessions or Canada or orders obtained in the said Courts for the endorsement of foreign judgements whether by way of reciprocal agreements or otherwise.*

*The premium for this insurance has been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other law or the jurisdiction of any other courts.*

### ***Additional Coverages***

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*The following Additional Coverages shall be subject otherwise to the terms Additional Exclusions and Conditions of this Section and the General Exclusions limitations and Conditions of the Policy.*

*The insurance by this Section extends to indemnify:*

***Compensation for court attendance***

*any director partner or Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder up to following rates per day on which attendance is required*

- 1 any director or partner of the Policyholder AED 500*
- 2 any employee AED 250*

***Death of the Policyholder***

*in the event of death of the Policyholder the Policyholder's personal representatives in respect of legal liability incurred by the Policyholder provided that such representative shall act as though they were the Policyholder.*



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## Workmen's Compensation Insurance

Now this Policy Witnesseth that if at any time during the Period of Insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury

**In accordance with both the Federal Labour Law and Clause 5.2.3 and 9.13 of the Free Zone Rules as applicable**

As set out in the schedule then subject to the terms, exceptions and conditions contained herein or endorsed hereon, the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

**PROVIDED ALWAYS** that in the event of any change in the Law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

### EXCEPTIONS

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

- (a) **the Insured's liability to employees of contractors to the Insured**
- (b) **any employee who is not a "WORKMAN" within the meaning of the Law(s)**
- (c) **any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement**
- (d) **any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party**

#### (e) **Political and Nuclear Risks Exclusion**

**Any injury by accident or disease or sickness or illness and related expenses directly or indirectly, proximately or remotely, caused by, resulting from, contributed by, arising from or in connection with:**

1. **War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;**
2. **Mutiny, civil commotions assuming the proportion of or amounting to a popular rising, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, confiscation, commandeering, requisition or nationalization, acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization, sabotage.**  
**\*\* ("Terrorism" means the use of violence for political ends and shall include use of violence for the purpose of putting the public or any section of the public in fear).**
3. **Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.**
4. **Radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof.**

**In any action, suit or other proceeding in which the Company alleges that by reason of these provisions, any loss or damage or expense is not covered by this insurance, the burden of proving that such loss or damage or expenses is covered shall be upon the Insured.**

#### **\*\* Clarifying comments: "TERRORISM EXCLUSION"**

**Terrorism means any act or use or threat of force which including (but not limited to):**

- (a) **endangers the life of a person or persons or involves serious violence against a person or persons.**
- (b) **Involves damage to property;**
- (c) **creates a serious risk to the health and safety of public or to any member of the public;**
- (d) **creates a serious risk to the health and safety of public or to any member of the public;**
- (e) **interferes with or disturbs any electronic or satellite system; or**





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- (f) involves the use of firearms, explosives, biological, chemical, nuclear, or other means;
- (g) and which is committed by a person or any group of people, religious or ideological purposes and/or to influence any government or to put any member of the public in fear.

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

**(f) Institute Chemical, Biological, Biochemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause**

This clause shall be paramount and shall override anything contained in this Insurance inconsistent therewith

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- a. Any chemical, biological, bio-chemical, or electromagnetic weapon
- b. The use or operation, as a means for inflicting harm of any computer, computer system, computer software program, computer virus or process or any other electronic system

**(g) Asbestos Exclusion:**

This policy does not apply to liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of:

- (a) asbestos or silica dust
- (b) Asbestos, asbestos products or any product containing asbestos.

**(h) Electro Magnetic Field (EMF) Exclusion:**

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claim(s) or loss(es) arising directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic interference.

**(i) Genetically Modified Organisms (GMO) Exclusion:**

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claim(s) or loss (es) arising directly or indirectly from Genetically Modified Organisms (“GMO’s”)

For the purpose of this exclusion, GMO’s 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.

**(j) Transmissible Spongiform Encephalopathy (TSE) Exclusion:**

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



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**IMPORTANT CLAIM CONDITION REITERATED:**

***On the happening of an event for which a claim is or may be made under this Policy, the Insured shall:***

- (i) immediately give written notice to the Company*
  - (ii) take all practical steps to avoid, minimize or check any bodily injury or disease*
  - (iii) retain unaltered and unrepaired anything in any way connected with such event for such time as the Company may reasonably require*
  - (iv) within thirty days of the event unless a further time has been allowed in writing by the Company at his own expense produce for the Company full particulars of the claim together with details of any other insurance(s) covering the same liability.*
  - (v) Comply with all statutory requirements concerning work related accidents or disease*
- 
- *Every letter, claim, writ summons and process including knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such occurrence as aforesaid, shall be promptly informed, notified or forwarded to the Company immediately and the Insured shall give all such information and assistance as the Company may require.*
  - *No admission, offer, promise or payment shall be made by or on behalf of the Insured without the written consent of the Company as detailed in the policy condition no. 5.*



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**EMPLOYER'S LIABILITY**

Notwithstanding anything herein to the contrary it is hereby understood and agreed that the indemnity granted by this Policy shall extend to include the Insured's liability at Common Law.

Provided always that

1. The Company shall only be liable for **accidental bodily injury or death** arising out of and in **course of employment (in the occupation stated)** by the Insured in the Business and caused through:
  - (a) **the fault or negligence** of the Insured or fellow employees while engaged in the Business of the Insured
  - (b) **Fault or negligence** of the Insured in **NOT providing**
    - (i) safe plant and machinery;
    - (ii) a safe place of work;
    - (iii) a safe system of work.
2. The Company will pay
  - (i) All costs and expenses recoverable by any claimant from the Insured
  - (ii) All costs and expenses incurred with the **prior written consent** of the Company in respect of any claim for compensation to which the indemnity expressed in this Policy applies.

**Lawyer's Appointment & Conduct of Defense Proceedings:** Any appointment of lawyer must be carried out only with **prior written consent** of the Company and such lawyer is to be **appointed by the Company**. The Company as more detailed in Policy Condition No. 6, shall be entitled, if it so desires, and shall have full discretion to conduct and take over in his name, the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise. Non-compliance of this vital condition, irrespective of whether it has any influence on a claim, completely absolves the Company from assuming liability under this 'Employer's Liability' extension cover and the claim is not indemnifiable.

3. (a) The total amount payable by the Company for compensation and all costs and expenses in respect of any and all claims 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 specified in the schedule** irrespective of the number of employees who may sustain injury consequent on or attributable to the same source or original cause.
- (b) For the purpose of establishing the total amount payable by the Company in respect of one period of insurance it is understood that for any one claim where injury is caused over 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 the 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.
4. If at the time of any claim there shall be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claims, the Company shall only be liable under this Policy for any excess beyond the amount which would be payable under such other indemnity or insurance.

The Company shall not be liable under this endorsement in respect of:

- (a) **Recovery from other parties and policies**
  - (i) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
  - (ii) any amount payable or due under any Workmen's Compensation laws, decree, regulations and similar enactments



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NICHIDO

- (b) **Sickness and/or Disease**
- (c) **Compensation for damage in respect of judgments delivered or obtained otherwise than by a court of competent jurisdiction within the U.A.E.**
- (d) **Costs and expenses of litigation recovered by an original claimant from the Company which are not incurred in and recoverable in the U.A.E.**

### **ADDITIONAL EXTENSIONS**

#### **1) 24 Hours Cover Including Non-Work Related Accidents**

Notwithstanding anything contained to the contrary in the within mentioned Policy, it is hereby declared and agreed that the cover granted by this Policy is deemed to apply on a 24 hours basis in respect of bodily injury arising out of non-work related accidents for persons under the Sponsorship of the Insured - whose wages are declared to the Company and whilst employed anywhere in UAE.

It is understood and agreed that the extension of cover is not applicable whilst the Insured persons are on vacation / annual leave.

For the purpose of this endorsement bodily injury means accidental bodily injury - including drowning, gassing or poisoning - resulting in death or disablement.

The following exclusions apply to the endorsement: -

1. Sickness or disease unless resulting from accidental bodily injury
2. Pregnancy or childbirth or other naturally occurring condition
3. A cause gradually operating upon the Insured
4. Any physical or mental defect or infirmity which was known to the Insured at the time of the occurrence of bodily injury unless it has been declared to and accepted in writing by the Insurers
5. Any liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from HIV (Human Immuno-deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and /or any mutant derivative or variations thereof howsoever caused.
6. Death or disablement directly or indirectly resulting from the Insured: -
  - Committing or attempting to commit suicide or intentionally inflicting self-injury
  - Flying or taking part in other aerial activities except where travelling in an aircraft as a passenger and not as aircrew nor for the purpose of any trade or technical operation in or on the aircraft
  - Taking part or engaged in motor cycling racing of any kind (other than on foot or while yachting on island or territorial waters) mountain or rock climbing necessitating the use of ropes or guides winter sports, underwater pastimes water ski-ing water polo association football rugby football polo hunting show jumping caving or pot-holding boxing wrestling or the martial arts.
  - Being under the influence of intoxicants or drugs unless medical supervision or suffering from insanity.

#### **2) Medical Expenses:**

It is noted and agreed that this insurance is deemed to include coverage for Medical Expenses (incurred in respect of accidents or occupational illness) provided such expenses are incurred in the UAE only. The limit as specified in the schedule per accident per employee insured under the policy.

#### **3) Repatriation Expenses:**

It is hereby declared and agreed that the cover by the policy is extended to include actual expenses incurred by the insured by not exceeding the limit as specified in the schedule per accident per person for repatriation of the body of the deceased employee(s) and/or seriously injured and/or occupationally ill/deceased employee(s) on the advice of Medical Authority and including the cost of Escort.



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**4) Employee to Employee Liability:**

*It is hereby declared and agreed that the Insurers shall treat as though he was the Insured any employee of the Insured in respect of actions brought against the employee personally had the action been brought against the Insured and an indemnity would have been provided by this policy.*

*The terms common law shall be deemed to include actions brought in the Criminal Courts specified in the Policy Schedule in respect of accidental death of or bodily injury to employee.*

**5) Cover while travelling to & from work**

**6) Cover while on non-manual business trips abroad excluding war prone countries.**

**7) Employees to include persons on their sponsorship and/or their payroll.**

**8) Funeral Expenses in case, where mortal remain cannot be repatriated subject to a limit as specified in the policy schedule.**

**9) Cover for Hernia, Heatstroke, Sunstroke & Muscle Strain caused due to work accidents.**

**SANCTIONS LIMITATIONS AND EXCLUSION CLAUSE**

**IUA 09 065**

**The (re)insurer will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the (re)insurer (or any parent company, direct or indirect holding company of the (re)insurer) to any penalty or restriction [including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the (re)insurer], arising out of any trade and economic sanctions laws or regulations which are applicable**

**Subject otherwise to the terms exception and conditions of the policy**



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## **Claim Procedure**

### **NOTIFICATION TO THE COMPANY**

The Policyholder shall in the event of any Damage or bodily injury immediately notify the Company in writing and where the Company receives notification of any Loss this must be reported in writing as soon as reasonably possible to the Company.

A detailed statement of any claim must be submitted within 30 days of the happening of any other Damage or such further time as the Company may in writing allow. The Policyholder must forward to the Company a claim form and/or any other relevant correspondence/documents and/or any writ summons or other court or legal document issued against Contacting our claims team.

The Policyholder shall contact the claims team on the numbers below:

#### **Dubai**

Tel: + 971- 4-3502777

Fax: + 971-4-3502888

Email: [genclaim@tmnf.ae](mailto:genclaim@tmnf.ae)

#### **Abu Dhabi**

Tel: + 971-2-6432290

Fax: + 971-2-6432294

Email: [genclaim@tmnf.ae](mailto:genclaim@tmnf.ae)

### **NOTIFICATION TO THE POLICE**

If theft or attempted theft or Damage by malicious persons (including arson) occurs or is suspected notice must be given immediately upon discovery to the police and all practical steps taken to recover property lost or stolen.



## **Exclusions: -**

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### **Sanctions Limitations and Exclusion Clause**

The (re)insurer will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the (re)insurer (or any parent company, direct or indirect holding company of the (re)insurer) to any penalty or restriction [including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the (re)insurer], arising out of any trade and economic sanctions laws or regulations which are applicable

### **COMMUNICABLE DISEASE ENDORSEMENT**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same

LMA5393  
25 March 2020