



TOKIO MARINE
NICHIDO

PART A - POLICY WORDINGS

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



PUBLIC LIABILITY

A Tokio Marine & Nichido Fire Insurance Company Policy

Introduction

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

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.



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.

<i>Admission of Liability</i>	<i>No admission of Liability or negotiation or settlement of any claim shall be made without the Company's written consent</i>
<i>Claims – Rights of the Company</i>	<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> <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>
<i>Discharge of liability</i>	<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>
<i>Information and assistance</i>	<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>
<i>Mitigation</i>	<i>Following Damage immediate action must be taken by the Policyholder to minimise such Damage and avoid interruption or interference with the Business.</i>
<i>Notification to the Company</i>	<i>Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.</i> <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> <i>A detailed statement of any claim must be submitted within 30 days or such further time as the Company may in writing allow</i> <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>



General Conditions

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 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.



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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

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:

<i>Business</i>	<i>As stated in the schedule and no other for the purpose of this Policy</i>
<i>Company</i>	<i>Tokio Marine & Nichido Fire Insurance Company and/or other Insurers as stated in the schedule for their indicated proportion.</i>
<i>Computer virus</i>	<i>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"</i>
<i>Damage</i>	<i>Accidental physical loss or destruction and/or damage</i>
<i>Deductible(s)</i>	<i>The first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible</i>
<i>Electronic data</i>	<i>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</i>
<i>Period of Insurance</i>	<i>The dates stated in the Schedule and shall start from one minute past midnight (00:01am) and end at midnight (00:00pm)</i>
<i>Policy</i>	<i>The wordings schedule and specifications that form this document</i>
<i>Policyholder</i>	<i>The person (s) or corporate body named in the Schedule</i>
<i>Pollution</i>	<i>The discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon the atmosphere land (including buildings or other structures thereon) or any water course or body of water.</i>
<i>Premises</i>	<i>Those premises stated in the Schedule</i>
<i>Schedule/Specification(s)</i>	<i>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.</i>
<i>Section(s)</i>	<i>The part(s) of the Policy that detail(s) the insurance cover provided.</i>
<i>Terrorism</i>	<i>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.</i>



General Exclusions

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.

Date Recognition	<p>The Company shall not be liable under this Policy for any</p> <ol style="list-style-type: none">1 claim resulting from Damage directly or indirectly caused by or consisting of or arising2 liability of whatsoever nature directly or indirectly caused by or contributed to by or arising3 proceedings that result directly or indirectly4 additional expenditure arising directly or indirectly <p>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</p> <ol style="list-style-type: none">(a) correctly recognise any date as its true calendar date(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(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 <p>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.</p>
Deductible	<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 this Section including any condition of Average.</p>
Electronic data	<p>The Policyholder shall effect no insurance in respect of any amount specified as a Deductible hereunder. 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 of any other cause or event contributing concurrently or in any other sequence to the claim</p> <p>However in the event that a fire and/or explosion results from any of the matters described above this Policy subject to all its terms Conditions and Exclusions will cover Damage occurring during the Period of Insurance to property insured by this Policy.</p>
Pollution	<p>This Policy does not cover Pollution unless such Pollution is caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.</p> <p>The Company's Limit of liability shall be as stated in the Schedule for any one occurrence</p>



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and in the aggregate in any one Period of Insurance.

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.

General Protection and Maintenance Conditions

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 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.

Reasonable precautions

It is a condition precedent to liability that the Policyholder shall take all reasonable precautions to



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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.*

Additional Definitions

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:

Bodily injury	physical psychiatric injury illness or disease including resulting death wrongful arrest detention or imprisonment.
Employee	any of the following whilst working for and under the direct control and supervision of the Policyholder in connection with the Business <ol style="list-style-type: none">1 any person under a contract of service or apprenticeship with<ol style="list-style-type: none">(a) the Policyholder(b) any other party who is supplied or hired to the Policyholder2 any labour master or labour only sub-contractor or any person supplied by them3 any self-employed person working for the Policyholder4 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 agreement5 any person participating in any government or otherwise authorised work experience training study exchange or similar scheme6 unpaid persons whilst temporarily working for the Policyholder.
Geographical limits	anywhere in the world
Product	any commodity article goods or item manufactured sold supplied installed erected repaired altered or treated by the Policyholder and no longer in the custody or under the control of the Policyholder or any Employee but excluding food and/or drink supplied for consumption whilst on the Policyholder's Premises.

Cover

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



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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

This section shall not apply to liability or indemnity

Advice and professional negligence	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
Asbestos	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
Contractual liability	that has been assumed under a contract or agreement and would not have attached in the absence of such contract or agreement
Defective workmanship	arising from the cost of rectifying defective work carried out by or on behalf of the Policyholder.
Fines penalties and other damages	in respect of <ul style="list-style-type: none">1 the payment of any fines penalties or liquidated damages2 punitive or exemplary damages.
Offshore Work	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
Products Liability exclusion	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.
Toxic mould	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.
Vehicles vessels or craft	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 <ul style="list-style-type: none">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<ul style="list-style-type: none">(a) the loading or unloading of any vehicle or trailer or delivery or collection of goods in connection with any vehicle or trailer(b) such vehicle whilst the same is being used as a tool of tradeany 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



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- (a) any watercraft owned by others and used by the Policyholder for business entertainment**
- (b) non powered watercraft**
- (c) barges not exceeding seventy-five tons capacity**
- (d) motor launches not exceeding twenty feet in length whilst on inland waterways.**

Additional Conditions

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

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:

Additional insured parties

at the request of the Policyholder

- 1 any director partner or Employee*
- 2 any officer member voluntary helper or Employee of the Policyholder's canteen social sports or welfare organisation or first aid security fire or ambulance service whilst acting in their respective capacities*
- 3 any director or senior official of the Policyholder in their private capacity arising out of work undertaken for them by Employees.*

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*
- 3*

Cross liabilities

where more than one party is named as the Policyholder each party as though they were individually insured

Provided that this Additional Coverage shall not apply to liability arising directly or indirectly in connection with Damage to premises (including contents) the occupancy of which is shared between two or more parties named as insured.

Custody or control

the Policyholder's liability for Damage to material property in the custody of or under the control of the Policyholder but solely in respect of

- 1. directors' Employees' or visitors' personal effects (including motor vehicles)*
- 2. property at premises not owned leased hired or rented by the Policyholder but in their temporary occupation or possession for the purpose of work therein or thereon except for the specific part of the premises or for material property which is being worked on*
- 3. premises leased or rented to the Policyholder provided that liability for such Damage is not assumed by the Policyholder under agreement which would not have attached in the*



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absence of such agreement

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.

Indemnity to principals

any principal as though they were also the Policyholder in respect of liability arising out of Bodily injury or Damage to material property resulting from the performance of work by the Policyholder but solely insofar as is necessary to meet the requirements of any contract or agreement entered into for the performance of such work

Provided that the principal shall observe fulfil and be subject to the terms exclusions and conditions of this Section and the General Conditions of the Policy

Motor vehicle contingent liability

the Policyholder for Bodily injury or Damage to material property arising from the ownership possession or use of mechanically propelled vehicles used in connection with the Business of the Policyholder and that are neither the property of or provided by the Policyholder nor being driven by the Policyholder but only to the extent where there is no entitlement to indemnity under any motor policy or other more specific insurance

Provided that

the Company shall not be liable in respect of Damage to such vehicle or to goods conveyed therein or thereon and shall indemnify the Policyholder and no other person hereunder

the Company shall not be liable whilst such vehicle is being driven by any person who to the knowledge of the Policyholder does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

Overseas personal liability

the personal liability of any director or Employee or any member of the family of such director or Employee during temporary visits anywhere in the world in connection with the Business of the Policyholder

Provided that

1 this Additional Coverage shall not apply to legal liability arising directly from

- a. (i) any agreement or contract unless liability would have existed otherwise*
- (ii) the ownership or occupation of land or buildings*
- (iii) the carrying on of any trade or profession*
- (iv) the ownership possession or use of fire arms (other than sporting guns) mechanically propelled vehicles craft designed to travel through air or space hovercraft watercraft or animals of dangerous species*
- (v) Damage to material property owned or held in trust by any director or Employee or any member of the family of such director or Employee*

b. in respect of liability more specifically insured under any other insurance

c. to legal liability for Bodily injury to any member of the family of any director or Employee or to any Employee of any director or Employee or any member of the family of such Employee

2 any person indemnified under this Additional Coverage shall act as though they were the Policyholder and observe fulfil and be subject to the terms provisions and conditions of this Section

4 the Company shall not be liable for such Additional Coverage unless the Company has the sole conduct and control of all claims.



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Endorsements

The following shall be applicable if stated in the Schedule as operative and shall be subject otherwise to the terms Additional Exclusions and Conditions of this Section and the General Exclusions and Conditions of the Policy.

Inclusion of United States of America/Canada

The insurance by this Section extends to indemnify occurrences happening in or claims or legal proceedings brought or originating in the United States of America/Canada or in any territory within their jurisdiction provided that

- 1 the liability of the Company in respect of all damages payable together with
 - (a) costs and expenses recoverable by any claimant from the Policyholder*
 - (b) costs and expenses incurred by the Company or by the Policyholder with the written consent of the Company*
 - (c) the Solicitors' fees incurred with the written consent of the Company for representation at any Coroner's inquest or fatal accident inquiry or for defending any proceeding in any court of summary jurisdiction*shall not exceed the Limit of liability shown in the Schedule*
- 2 the amount payable under this Endorsement in respect of each and every claim shall be reduced by the amount shown in the Schedule as the Deductible*
- 3 the Company shall not be liable for any punitive or exemplary damages*
- 4 the Company shall not be liable for
 - (a) any liability arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land atmosphere or any water course or body of water*
 - (b) any cost or expense arising out of any governmental demand or request that a Policyholder test for assess monitor clean up remove contain treat detoxify or neutralise any irritants contaminants or pollutants**

And the Company shall not have the duty to defend any claim or suit seeking to impose such costs expense liability for such damages or any other relief

The Company and the Policyholder also agree that the premium for this inclusion will be calculated accordingly.

Property owners' Liability restriction

The insurance by this Section shall only indemnify the Policyholder against all sums which the Policyholder shall be legally liable to pay as damages in respect of Bodily injury or Damage to material property happening during the Period of Insurance and caused by any defect in the Premises or arising from the maintenance repair or decoration of the Premises

Provided that

the Policyholder shall at all times ensure that all Premises to which this insurance applies are kept in good repair and if any defects be discovered by complaints from tenants or otherwise the Policyholder shall forthwith cause such defects to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require

so far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to Premises after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting such Premises.



Exclusions: -

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



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PART B – ADDITIONAL ENDORSEMENTS

(PART B is applicable only if specified in the Policy Schedule)



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Of the below mentioned clauses only clauses appearing in the policy schedule are applicable

PL CLAUSES		
S. No.	Clause	Wordings
1	<i>30 Days Cancellation Clause</i>	<i>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.</i>
2	<i>Food and Drink Extension</i>	<p><i>It is hereby understood and agreed that this Policy is extended to cover Legal Liability in respect of bodily injury or disease arising from any foreign or deleterious matter or from poisoning of any kind arising from food or beverage or from the contamination of such food or beverage supplied by or on behalf of the Insured to Third Parties (excluding a person in the Insured's service or acting on behalf of the Insured, or an employee of the Insured).</i></p> <p><i>Provided always that this Policy is issued on the express condition that the Company shall not be liable thereunder unless the Insured shall at all times take every possible precaution to prevent the sale or supply of any items of food beverage or other goods which are not in good condition not free from contamination and not fit for human consumption.</i></p>
3	<i>Delivery Risks Extension</i>	<i>It is hereby declared and agreed that the cover under the policy is extended to include liability arising out of and/or in connection with delivery risk(s) including loading and unloading</i>
4	<i>Cross Liability</i>	<p><i>It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed hereon, the cover under this Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party.</i></p> <p><i>The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the schedule.</i></p>
5	<i>Indemnity to Directors/ Employees</i>	<p><i>The definition of the Insured shall include any director or employee of the insured and the company shall indemnify in terms of this insurance any director or employee of the insured in respect of liability for which the insured would have been entitled to indemnify under the insurance if the claim had been made against the insured.</i></p> <p><i>Provided always that:</i></p> <p><i>Such Director is not entitled to indemnity under any other policy of insurance.</i></p>



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6	<i>First Aid Treatment</i>	<p><i>The term “remedial or other treatment” in this Policy shall apply in respect first aid emergency treatment administered during business hours by the Insured or by any duly authorized employee of the Insured</i></p> <p><i>The Company shall also indemnify such duly authorized employee as though he were the Insured in respect of accidental bodily injury disease loss or damage arising out of the administration of first aid emergency treatment</i></p> <p><i>Provided always that</i></p> <p><i>(a) Such duly authorized employee</i></p> <p><i>(i) is not entitled to indemnity under any other policy of insurance</i></p> <p><i>(ii) shall as though he were the Insured observe fulfil and be subject to the terms conditions exclusions and provisos of this Policy in so far as they can apply</i></p> <p><i>(b) The Company shall not be liable</i></p> <p><i>(i) for bodily injury disease loss or damage suffered by any person in the employment of the Insured</i></p> <p><i>(ii) to indemnify any qualified doctor nurse or medical practitioner</i></p> <p><i>Provided that the sum of the amount payable and the amount otherwise payable under this Section shall in no case exceed the Sum Insured stated in the Policy Schedule.</i></p>
7	<i>Personal Property of Employees, Directors & Partners</i>	<p><i>The cover provided by this Section of this Policy is extended to include Loss or damage to personal property of Employees, Directors, Partners, Trustees and Committee Members of the Insured (including Personal Property of members of the above persons’ families) whilst located or stored at the premises of the insured. The sum insured under this extension is sub limited to AED XXX (as specified in the schedule) per person subject to a maximum limit of AED XXX (as specified in the schedule) per location</i></p>
8	<i>Primary Insurance Clause</i>	<p><i>It is expressly understood and agreed that this Policy provides primary cover for the insured and that in the event of loss, damage or liability covered by this policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the insured the insurer will indemnify the insured as if such other policy or policies of insurance are not in force but the insurer reserves the right of recourse if any against the insurers of such other policy or policies of insurance.</i></p>
9	<i>Neighbour’s Liability Clause</i>	<p><i>It is hereby declared and agreed that, notwithstanding anything contained in the within Policy to the Contrary and subject to its special conditions herein after contained, this policy is extended to indemnify the insured against such sums as the insured shall become legally liable to pay to the neighbouring tenants / co-tenants in respect of claims made against them arising out of bodily injury and/or property damage as a result of an insured peril/risk during the period of insurance set forth in the Schedule subject however to a maximum limit as specified in the Policy for each and every loss or series of losses arising out of one occurrence.</i></p> <p><i>In addition, the company will pay the Costs and expenses incurred with their prior consent in defence of any such claim.</i></p> <p><i>PROVIDED ALWAYS THAT the total liability of the Company under any one claim or series arising out of any event shall not exceed the Sum Insured stated in the Schedule against this extension</i></p> <p><i>Special Conditions</i></p> <p><i>1 This extension does not cover any liability arising directly or indirectly through:</i></p> <p><i>a. The ownership or possession of or use under the control of the Insured or operation by or on behalf of the Insured of animals, power-driven vehicles, mechanically propelled vehicles registered for road use, aircrafts or vessels;</i></p> <p><i>b. Bodily injury to any person who at the time of sustaining such injury is actually engaged in the insured’s services or to any member of the Insured’s family or household;</i></p> <p><i>c. Damage to property belonging to or in the care custody or control of the insured or a member of his family or household or a person in his service;</i></p>



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		<p><i>d. Bodily injury or damage to property if such liability has been assumed under a contract and would not otherwise have attached</i></p> <p><i>e. Fumes pollution of air or water, underground water or noise;</i></p> <p><i>f. The structure or inclination of land, buildings and any other structure,</i></p> <p><i>g. Loss or damage caused to the building of which the property insured forming part/containing;</i></p> <p><i>h. Bodily injury to any person who at the time of sustaining such injury is actually engaged in the service of the land lord of the property forming part/containing or to any member of the said Land Lord's family or household.</i></p> <p><i>2. All the terms, conditions and limitations of the Policy (except in so far as may be herein expressly versed shall apply as is they had been incorporated herein</i></p>
10	Tenant's Liability	<p><i>The Insurance by this Policy extends to include the legal liability of the Insured as Tenants of the Premises mentioned in the Schedule by reason of damage or destruction by fire and/or perils covered by this Policy for which the Insured is liable to the Owners.</i></p> <p><i>The aggregate limit of liability of the Insured by virtue of the insurance shall not exceed the Sum Insured specified in the schedule.</i></p>
11	Car Park Liability Clause	<p><i>It is agreed and declared that the Policy extends to indemnify the Insured for claims in respect of bodily injury or damage to the property arising directly or indirectly out of or caused by or in connection with any vehicle in the physical or legal control of the Insured where such bodily injury or damage occurs while such vehicle is in a car park owned or operated by the Insured. Provided that the indemnity granted by this endorsement does not apply in respect of:</i></p> <p><i>(a) any liability in connection with</i></p> <p><i>(i) any vehicle belonging to the Insured</i></p> <p><i>(ii) any vehicle used by or on behalf of the Insured independently of this operations as a car park owner or operator.</i></p> <p><i>(b) any liability arising directly or indirectly out of or caused by or in connection with the servicing, repairing and/or maintenance of any vehicle.</i></p> <p><i>Provided further that notwithstanding anything to the contrary in this or any other Policy, the Insured shall not be entitled to indemnity under any other Policy</i></p>
12	Custody and Control of Property	<p><i>Cover extends to include:</i></p> <p><i>i) Loss or damage to property in the custody or control of the Insured or any of his employees</i></p> <p><i>Provided that this extension shall not apply to:-</i></p> <p><i>a) Employees` Property</i></p> <p><i>b) Visitor`s property while temporarily on or about the Insured's premises (other than for servicing cleaning alteration repair inspection or storage)</i></p> <p><i>ii) Loss or damage to that part of any property upon which the Insured or of his employees are or have been working</i></p> <p><i>Limit of Liability: as specified in the Policy Schedule</i></p>
13	Landlord's Liability	<p><i>The insurance by this Policy extends to include the legal liability of the Insured as Landlord of the Premises mentioned in the schedule by reason of damage or destruction by an insured peril for which the Insured is liable to the tenants.</i></p> <p><i>The aggregate limit of liability of the Insured by virtue of the insurance shall not exceed the sum specified in the schedule.</i></p>



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14	Work Away	<p>The insurance granted by this Policy shall extend to indemnify the Insured in respect of accidental bodily injury disease loss or damage happening in connection with the carrying on of the Business by the Insured ELSEWHERE than on</p> <p>(i) the premises stated in the Schedule (ii) any other premises permanently occupied by the Insured for the purposes of the business within the Territorial or Geographical Limits specified in the Schedule</p>
15	Fire & Explosion	<p>It is hereby agreed and understood that otherwise subject to the terms, exclusions and conditions contained in the Policy or endorsed thereon, this Policy shall be deemed to include Insured's legal liability arising from loss and/or damage and/or bodily injury due to Fire and Explosion provided always that such fire or explosion had originated in the premises covered due to a negligent act of the insured and/or any person in the immediate service of the Insured.</p>
16	Premises Risks	<p>Cover under this insurance applies to the "Premises" only as per Policy Wordings subject to terms, conditions, exceptions and limitations therein. (Premises as mentioned in the Schedule)</p>
17	Valet Parking Liability	<p>Notwithstanding any exception in the Policy the Company will indemnify the Insured and no other person in the terms of this Policy in respect of injury or damage arising out of the use of any motor vehicle not the property of or provided by the Insured and being used by an authorized employee of the Participant for the purpose of valet parking</p> <p>The Company shall not be liable in respect of</p> <p>Injury or damage arising while such vehicle is being driven by any person other than the Insured's authorized employee(s) or for any purpose other than provision of valet parking service</p> <p>Provided that the Company shall only be liable under this Endorsement if the Insured is not entitled to indemnity under any other Insurance</p> <p>Limit : As mentioned in the schedule</p>
18	Liability Arising From Outdoor Antennas/Satellite Dish	<p>This Policy is extended to indemnify the Insured against liability at law in respect of bodily injury, physical loss or damage caused by or arising from outdoor antennas/satellite dish on behalf of the Insured anywhere within the Premises of the Insured.</p>
19	Guest Liability Extension Clause	<p>Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the policy shall indemnify the Insured against liability at law for compensation in respect of death, bodily injury to their guests during their stay in UAE, caused by the services provided by the Insured. The Insurers' total liability of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the schedule.</p>



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20	<i>Liability Arising Out Of Lifts, Escalators And Plant And Machinery</i>	<p><i>This Policy is extended to indemnify the Insured against liability at law in respect of bodily injury, loss or damage caused by or arising from ownership use or operation of lifts, escalators, plant & machinery,</i></p> <p><i>Provided that:</i></p> <ul style="list-style-type: none"> • <i>Such lifts, elevators, escalators, hoists, cranes, forklifts, cradles or other plant shall be maintained in good working order and that they shall not be overloaded</i> • <i>Such items are part of the Premises and/or are operated/used at the Premises of the Insured by the Insured and/or any person in the immediate service of the Insured.</i> • <i>Such items are not licenced/Registered for road use and the Company shall not be liable for Road Traffic Law Liability/Motor Traffic Law Liability of any kind</i> • <i>Government or other regulations relating to the condition, operation or inspection of such machines shall be observed.</i>
21	<i>Defective Sanitary Arrangements And Water Pollution</i>	<p><i>This Policy includes Legal liability of the Insured for injury or damage as a direct result of any defective sanitary arrangements and water pollution (including by virtue of legislation, if any) caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance provided always that the Company shall not provide indemnity against liability in respect of the cost of remedying any defect or alleged defect of premises of Insured.</i></p> <p><i>Limit of Indemnity provided under this extension is as mentioned in the schedule</i></p>
22	<i>Including Liability Arising From Neon & Advertising Signboards</i>	<i>This Policy is extended to indemnify the Insured against liability at law in respect of bodily injury, physical loss or damage caused by or arising from neon & advertising signboards owned or advertised on behalf of the Insured anywhere within the Premises of the Insured under the Policy.</i>
23	<i>Loading and Unloading Extension</i>	<p><i>The indemnity granted by this policy shall extend to cover the Insured's liability at law for accidental injury disease loss or damage caused or arising beyond the limits of any carriage-way or thoroughfare in connection with the bringing of a load to any motor vehicle for loading thereon or the taking away of any load from such vehicle after unloading therefrom by any person.</i></p> <p><i>Provided always that the Company shall not be liable for any claim, which can be made under a standard form of motor policy.</i></p>
24	<i>Cover to include sales promotion and display of products at various locations</i>	<i>It is hereby noted and agreed that the policy is extended to include cover for Sales promotions and product displays at various locations for a maximum period of 3 days. The liability limit for such Sales promotions and product displays is as mentioned in the schedule</i>
25	<i>Liability Arising Out Of Sports And Social Events</i>	<i>The policy is extended to include cover for liabilities arising out of social or port activities conducted by the Participant, provided such activities are not commercial in nature.</i>
26	<i>Liability To Students</i>	<i>The Company shall indemnify the Insured upto a limit as mentioned in the schedule which the Insured shall become liable at law to pay as compensation for accidental bodily injury or death to any student of the school who are the full time students whilst in attendance at the school during the school hours or at any games sports camps outings or functions arranged under the auspices / consent of the school and under their supervision / guidance happening during the period of insurance within the territorial limits specified in the schedule of the policy</i>



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27	<i>Student To Student Liability</i>	<p><i>It is hereby agreed that the Company will treat any student of the Insured covered under this Policy during school hours at the premises of the Insured as though he were the Insured provided that</i></p> <p><i>a) Such student is not entitled to indemnity under any other Policy.</i></p> <p><i>b) Such student shall observe fulfil and be subject to the terms, conditions and exceptions of this Policy in so far as they can apply.</i></p> <p><i>c) If in respect of any one claim or number of claims arising out of any one cause the Company shall be liable to indemnify both the insured and the student/s the aggregate amount of indemnity to all parties shall not exceed the limit of Indemnity stated in the Schedule of this Policy exclusive of costs and expenses incurred with the written consent of the Company.</i></p>
28	<i>Defence Costs Within Limits</i>	<p><i>It is hereby declared and agreed that the Liability limit under the Policy shall be inclusive of all costs incurred by the Insured and/or the Company</i></p> <p><i>Costs shall include:</i></p> <ul style="list-style-type: none"> <i>- fees charged by any lawyer designated by the Company</i> <i>- all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Company</i> <i>- fees charged by any lawyer designated by the Participant with the written consent of the Company.</i> <p><i>However, "costs" does not include salary charges of regular employees or officials of the Company.</i></p>
29	<i>Sudden And Accidental Pollution</i>	<p><i>This Insurance does not cover any liability for: 1. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph 1. shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance. 2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance. 3. Fines, penalties, punitive or exemplary damages. This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.</i></p>
30	<i>Extension For Guests And Employees' Personal Effects</i>	<p><i>It is hereby understood and agreed that the Insurer will indemnify the Insured against liability at law for loss or damage to employees and guests personal effects at the Premises to which this Policy applies.</i></p> <p><i>Provided that the Insured shall not be liable for any jewellery, gold, silver articles, precious stones, money and securities for money.</i></p>
31	<i>Cost Inclusive Clause</i>	<p><i>It is hereby declared and agreed that in respect of each and every claim for death bodily injury or illness or loss of or damage to material property the Limit of Indemnity as stated in the Schedule or as specified in any endorsement to this Policy shall include all costs and expenses.</i></p>