

### **PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The Insured undertakes that premium will be paid in full to Insurers within 90 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to Insurers by the 90<sup>th</sup> day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) Insurers shall have the right to cancel this contract by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full contract premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that Insurers shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08

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### **CLAIMS CONTROL CLAUSE (LM4)**

Notwithstanding anything to the contrary contained in this insurance it is a condition precedent to insurers' liability under this insurance that:

- (a) The insured shall give to the insurer(s) written notice as soon as reasonably practicable of any claim made against the insured in respect of the business insured hereby or of its being notified of any circumstances which could give rise to such a claim.
- (b) The insured shall furnish the insurer(s) with all information known to the insured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the insurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.
- (c) The insurer(s) shall have the right at any time to appoint adjusters and/or representatives to act on their behalf to control all investigations, adjustments and settlements in connection with any claim notified to the insurer(s) as aforesaid.

- (d) The insured shall co-operate with the insurer(s) and any other person or persons designated by the insurer(s) in the investigation, adjustment and settlement of such claim.

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### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100  
15 September 2010

### **30 DAYS NOTICE OF CANCELLATION EITHER SIDE**

This policy can be cancelled either by the Insured or by the Insurer(s) giving in writing to the other 30 days notice of cancellation effective from the date shown on the cancellation letter. In which case the Pro-rata refund of premium for the un-expired period of risk will be made.

### **CHANGE IN RISK CLAUSE**

It is warranted that the statements and particulars in the proposal form referred to in the schedule and any supplementary information pertaining thereto provided by or on behalf of the insured are the basis of this policy and shall be deemed incorporated herein.

The insured agrees, by acceptance of this policy:

- that the statements and particulars in the proposal form, and any supplementary information are fair representations and that this policy is issued in reliance upon the truth of such representations; and
- that in the event of the proposal form, or any supplementary information, containing misrepresentations which materially affect the acceptance of risk hereunder by the company this policy shall be void in its entirety and of no effect whatsoever.

The insured must provide notice in writing if, during the policy period, there is any alteration in any material fact in relation to the business, its principals or activities since completion of the proposal form.

Material facts are those that an insurer would regard as likely to influence the acceptance and assessment of your insurance and include but are not limited to:

- A significant change in the scope of Professional Services provided.
- A significant change in fees.
- A change in the Professional Services provided geographically.
- If the Insured is a subject of a merger or acquisition.

Antarah Limited is then entitled to impose additional premium, terms and conditions that they deem

### **CROSS LIABILITY CLAUSE**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and in consideration of the insured having paid or agreed to pay the extra premium the cover under the Policy shall apply to the Insured parties named in the Schedule as if a separate policy had been issued to each party.

The Insurer's total liability in respect of all Insured parties shall not however exceed the limit of indemnity stated in the schedule.

### **WAIVER OF SUBROGATION CLAUSE**

It is understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon the Insurers agree to waive all rights of subrogation arising out of loss or damage indemnifiable under the Policy which the Insurers may have against Joint Insured and/or their Principals.

### **SUDDEN AND ACCIDENTAL POLLUTION COVERAGE CLAUSE**

This insurance excludes all liability in respect of pollution or contamination other than caused by a sudden, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination, which arises out of one incident, shall be deemed to have happened at the time such incident takes place.

The liability of the company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed the sum stated in the schedule as the Limit of Indemnity for any one occurrence.

For the purpose of this endorsement "Pollution or contamination "shall be deemed to be as:

- a) All pollution or contamination of buildings or other structures on water or land or the atmosphere and

- b) All loss or damage or injury directly caused by such pollution or contamination.

Subject otherwise to the same terms, conditions and limitations of the said policy.

#### **DIFC-LCIA CLAUSE**

Any dispute connected with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or arising from, or related to, this Agreement in any manner whatsoever shall be referred to arbitration in accordance with the Arbitration Rules of the DIFC – LCIA Arbitration Centre (the “Rules”), which Rules are deemed to be incorporated by reference into this Clause. For the purposes of any arbitration proceedings commenced pursuant to this Clause:

- a) The number of arbitrators shall be three (“the Tribunal”);
- b) The seat of the arbitration shall be [the Dubai International Financial Centre];
- c) The place at which the arbitration takes place shall be [Dubai];
- d) The language to be used in the arbitral proceedings shall be English.

Each of the Parties:

- a) Will submit to the non-exclusive jurisdiction of the courts of [the DIFC] for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with this Clause;
- b) Will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with this Clause; and
- c) Will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with this Clause in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.

### **USA / CANADA EXCLUSION**

It is agreed that this policy does not apply to any *Claim* brought in the jurisdiction of the *USA* or *Canada* nor any *Claim* brought elsewhere to enforce a judgement in the *USA* or *Canada* whether by way of reciprocal agreement or otherwise.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Certificate shall have full force and effect.

### **ASBESTOS AND TOXIC MOULD EXCLUSION**

Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- a) The manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a claim, or
- b) "fungi" whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a claim;

"fungi" as utilised herein shall mean any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

All other terms and conditions remain unchanged.

### **PURE FINANCIAL LOSS EXCLUSION**

It is agreed that this Policy excludes all liability for pure financial loss not consequent upon Injury or Damage

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

### **PROFESSIONAL INDEMNITY EXCLUSION**

Notwithstanding anything to the contrary contained in this Policy the indemnity provided by this Policy shall not apply to legal liability arising by virtue of any negligence act error or omission malpractice or mistake committed or alleged to have been committed in the provision of professional services by or on behalf of the Insured

'Professional services' includes but is not limited to the preparation or approval of maps plans advice opinions reports computer programmes surveys drawings formulae designs or

specifications and supervisory consultancy inspection engineering or project management services whether for a fee or otherwise

All other terms conditions exclusions and limitations in this Policy remain unchanged.

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT (insurance)**

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

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

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

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

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### **GENETICALLY MODIFIED ORGANISM EXCLUSION**

This insurance does not apply to "bodily injury" or "property damage" arising from genetically modified or engineered organisms or products.

All other terms, clauses, conditions and exclusions of this policy remain unchanged.

### **MARINE LIABILITY EXCLUSION**

It is agreed that no coverages under this policy apply to any damages arising out of any marine liability which would include but not be limited to the following list:

- Charterers' Liability
- Safe Berth Legal Liability
- Stevedores Liability
- Towers Liability
- Ship Repairers' Legal Liability
- Terminal Operation Liability
- Wharfingers Liability
- Protection and Indemnity including Collision
- Ship Builders' Liability
- U.S. Longshoreman and Harbor Workers

It is further agreed that no coverages under this policy shall apply to any damages arising out of:

Liability arising out of maintenance, fueling, loading or unloading of any watercraft or for any watercraft in the insured's care, custody or control;

Personal injury to passengers;

Damage to or destruction of any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the insured may be held liable;

Liability for cost or expense of, or incidental to, the removal of the wreck of any vessel.

All other terms and conditions of this policy remain unchanged.

### **FINES PENALTIES EXEMPLARY PUNITIVE OR LIQUIDATED DAMAGES EXCLUSION**

It is hereby declared and agreed that punitive or exemplary damages, fines, penalties, liquidated damages or the return or withdrawal of professional fees or any other damages resulting from the multiplication of compensatory damages are totally excluded

All other terms and conditions shall remain unaltered.

## **ELECTRO MAGNETIC FIELDS EXCLUSION CLAUSE**

It is hereby understood and agreed that this policy excludes any claims or losses arising directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference".

### **PCA 94**

## **PUBLIC AND PRODUCTS LIABILITY**

### **1. OPERATIVE CLAUSE**

The Underwriters will indemnify the Assured against their liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part) unless the Assured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover, which offer and acceptance must be signified by specific endorsement to this Policy.

The indemnity applies only to such liability as defined by each insured Section of the Policy arising out of the Business specified in the Schedule, subject always to the terms, Conditions and Exclusions of such Section and of the Policy as a whole.

For the purpose of determining the indemnity granted:-

- 1.1 **"Injury"** means death, bodily injury, illness or disease of or to any person
- 1.2 **"Damage"** means loss of possession or control of or actual damage to tangible property
- 1.3 **"Pollution"** means pollution or contamination of the atmosphere or of any water land or other tangible property
- 1.4 **"Product"** means any property after it has left the custody or control of the Assured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Assured, but shall not include food and drink supplied by or on behalf of the Assured primarily to the Assured's employees as a staff benefit.

### **2. INDEMNITY TO OTHERS**

The indemnity granted extends to:-



- 2.1 at the request of the Assured, any party who enters into an agreement with the Assured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity and subject always to Clauses 7.3.3. and 12.3.
- 2.2 officials of the Assured, in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Assured's employees;
- 2.3 at the request of the Assured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Assured;
- 2.4 the officers, committee and members of the Assured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
- 2.5 the personal representatives of the estate of any person indemnified by reason of the Clause 2 in respect of liability incurred by such person;

provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Assured.

### 3. **CROSS LIABILITIES**

Each person or party specified as the Assured in the Schedule is separately indemnified in respect of claims made against any of them by any other, subject to Underwriters' total liability not exceeding the stated Indemnity Limits.

### 4. **DEFENCE COSTS**

The Underwriters will pay all costs, fees and expenses incurred by the Assured with Underwriters' prior consent ("Defence Costs")

- 4.1 in the investigation defence or settlement of;
- 4.2 as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to;

any occurrence which forms or could form the subject of indemnity by this Policy.

### 5. **INDEMNITY LIMITS**

Underwriters' liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause but under Section B and Section C the Indemnity Limits represent Underwriters' total liability in respect of all occurrences.

Defence Costs will be payable in addition to the Indemnity Limits unless this Policy is endorsed to the contrary.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this Policy, each Section shall be subject to its own Indemnity Limits, provided always that the total amount of Underwriters' liability shall not exceed the greatest Indemnity Limit available under any one of the Sections providing indemnity.

## **SECTION A PUBLIC LIABILITY**

### **6. SECTION A - INDEMNITY**

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability arising out of

6.1 Pollution

6.2 or in connection with any Product.

### **7. SECTION A - EXCLUSIONS**

This Section does not cover liability

7.1 arising out of the ownership possession or use of any motor vehicle or trailer by or on behalf of the Assured, other than liability

7.1.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

7.1.2 arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;

7.1.3 for Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load thereon;

7.1.4 arising out of any motor vehicle or trailer temporarily in the Assured's custody or control for the purpose of parking;

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

7.2 arising out of the ownership possession or use by or on behalf of the Assured of any aircraft watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);

- 7.3 for and/or arising out of Damage to property owned leased or hired or under hire purchase or on loan to the Assured or otherwise in the Assured's care, custody or control other than
- 7.3.1 premises (or the contents thereof) temporarily occupied by the Assured for work therein, (but no indemnity is granted for Damage to that part of the property on which the Assured is working and which arises out of such work);
  - 7.3.2 clothing and personal effects belonging to employees and visitors of the Assured;
  - 7.3.3 premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement.

## **SECTION B POLLUTION LIABILITY**

### **8. SECTION B - INDEMNITY**

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring in its entirety during the Period of Insurance and arising out of Pollution, but only to the extent that the Assured can demonstrate that such Pollution

- 8.1 was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance
- 8.2 was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution.

### **9. SECTION B - EXCLUSIONS**

This Section is subject to the Exclusions of Section A7 and C11, and also does not cover liability for and/or arising out of

- 9.1 Damage to premises presently or at any time previously owned or tenanted by the Assured;
- 9.2 Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Assured or otherwise in the Assured's care, custody or control.

## **SECTION C- PRODUCTS LIABILITY**

### **10. SECTION C - INDEMNITY**

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but only against liability arising out of or in connection with any Product and not against liability arising out of Pollution

11. **SECTION C - EXCLUSIONS**

This Section does not cover liability

- 11.1 for and/or arising out of Damage to any Product or part thereof;
- 11.2 for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement;
- 11.3 for costs arising out of the recall of any Product or part thereof
- 11.4 arising out of any Product or part thereof which with the Assured's knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft.

12. **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY**

This Policy does not cover liability:-

- 12.1 arising out of the deliberate, conscious or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage;
- 12.2 for and/or arising out of Injury to any person under a contract of employment or apprenticeship with or provision of labour only services to the Assured where such Injury arises out of the execution of such contract;
- 12.3 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 12.4 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 12.5 directly or indirectly caused by or contributed to by or arising from:-
  - 12.5.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 12.5.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 12.6 for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause;
- 12.7 which forms the subject of insurance by any other policy and this Policy shall not be drawn into contribution with such other insurance.

- 12.8 for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or any other form whatsoever.

## **GENERAL CONDITIONS**

*(Conditions 13.1. to 13.4. are precedent to Underwriters' liability to provide indemnity under this Policy)*

- 13.1 The Assured shall give written notice to the Underwriters as soon as reasonably practicable of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received by the Assured.
- 13.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Assured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any claim or to prosecute in the name of the Assured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require.
- 13.3 The Assured shall give notice as soon as reasonably practicable of any fact, or event which materially changes the information supplied to the Underwriters at the time when this Policy was effected and Underwriters may amend the terms of this Policy according to the materiality of such change.
- 13.4 Where the premium is provisionally based upon the Assured's estimates, the Assured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as Underwriters require. The premium shall then be adjusted and any difference paid by or allowed to the Assured as the case may be subject to any minimum premium that may apply.
- 13.5 The Underwriters may at any time pay to the Assured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Indemnity Limit is stated to be inclusive of Defence Costs).

Provided that if Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Indemnity Limit and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Indemnity Limit under this Policy then the

Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their prior consent.

- 13.6 Any dispute concerning the interpretation of the Policy and/or Schedule shall be determined in accordance with the Law of England.

The Assured and Underwriters submit to the exclusive jurisdiction of any court of competent jurisdiction within England and agree with all the requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

- 13.7 Any phrase or word in this Policy will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

- 13.8 The Underwriters may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Assured's last known address.

- 13.9 If any claim under this Policy is in any respect fraudulent all benefit under the Policy shall be forfeited.