

# PROPERTY ALL RISKS

## A **Tokio Marine & Nichido Fire Insurance** Company 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.

Signed for an on behalf of

**Tokio Marine & Nichido Fire Insurance Company**

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## General Claims Conditions

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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>	No admission of Liability or negotiation or settlement of any claim shall be made without the Company's written consent
<b>Arbitration</b>	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.
<b>Claims – Rights of the Company</b>	<p>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.</p> <p>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.</p>
<b>Discharge of liability</b>	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
<b>Electronic data processing media valuation</b>	<p>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.</p> <p>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.</p>
<b>Information and assistance</b>	All particulars information and assistance as may be reasonably required by the Company must be supplied by the Policyholder at their own expense.
<b>Mitigation</b>	Following Damage immediate action must be taken by the Policyholder to minimise such Damage and avoid interruption or interference with the Business.
<b>Notification to the Company</b>	<p>Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.</p> <p>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.</p> <p>A detailed statement of any claim must be submitted within</p> <ol style="list-style-type: none"><li>1 7 days of any Damage by malicious persons riot or civil commotion strikers locked out workers or persons taking part in labour disturbances</li></ol> <p>30 days of the expiry of the Indemnity Period in respect of a loss under the Business Interruption Section</p> <ol style="list-style-type: none"><li>3 30 days of the happening of any other Damage</li></ol> <p>or such further time as the Company may in writing allow</p>
<b>Notification to the Police</b>	<p>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.</p> <p>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.</p>
<b>Terms of settlement</b>	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.

<b>Adjustment</b>	<p>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.</p> <p>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.</p>
<b>Applicable law</b>	<p>In the absence of any written agreement to the contrary the law applicable to this contract will be United Arab Emirates law.</p>
<b>Average</b>	<p>Wherever a Sum Insured is said to be subject to Average if at the time of any Damage such Sum Insured is less than the total value of respective property the Policyholder shall be considered as being their own insurer for the difference and shall bear a rateable share of the claim accordingly</p>
<b>Cancellation</b>	<p>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.</p>
<b>Changes in facts</b>	<p>This Policy shall be avoided with respect to any Item or Section if in regard to which after the commencement of this insurance</p> <ol style="list-style-type: none"><li>1 there is any alteration in the Premises or Business or otherwise whereby the risk of Loss or Damage is increased</li><li>2 there is any change of material facts</li><li>3 the Policyholder's interest ceases except by will or operation of law</li></ol> <p>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.</p>
<b>Condition precedent to liability</b>	<p>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.</p>
<b>Fraud</b>	<p>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.</p>
<b>Non-disclosure</b>	<p>This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact.</p>
<b>Non-invalidation</b>	<p>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.</p>
<b>Personal representatives</b>	<p>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.</p>
<b>Premium payment warranty</b>	<p>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</p> <p>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.</p> <p>Cancellation shall be subject to</p> <ol style="list-style-type: none"><li>(a) Premium amount paid in full in the event of a claim prior to the date of cancellation</li><li>(b) a pro rata premium charge for the time that the Company has been on risk.</li></ol> <p>It is agreed that the Company shall give no less than 5 days prior notice of cancellation to the Policyholder.</p>

## 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>Building(s)</b>	the structure of the Premises owned or used by the Policyholder in connection with the Policyholder's Business which unless otherwise declared shall be built mainly of brick stone concrete or other non-combustible materials including <ol style="list-style-type: none"><li>1 landlords fixtures and fittings, and/or</li><li>2 walls gates fences yards car parks and outbuildings annexes gangways roads paved areas pavements footpaths and other structures around and pertaining to the Premises and/or</li><li>3 telephone gas water and electricity meters pipes cables and the like including such property which is underground and/or in adjoining yards or roadways and which partly or wholly serves to supply the Premises but only to the extent of the Policyholder's responsibility and/or</li><li>4 security cameras and lights owned or used by the Policyholder on or around the Premises.</li></ol>
<b>Business Company</b>	As stated in the schedule and no other for the purpose of this Policy <b>Tokio Marine &amp; Nichido Fire Insurance Company</b> 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 Deductible(s)</b>	accidental physical loss or destruction and/or damage the first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible
<b>Defined perils</b>	fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons earthquake storm tempest flood escape of water from water tanks apparatus or pipes sprinkler leakage impact by any road vehicle or animals.
<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
<b>Period of Insurance</b>	all belonging to the Policyholder or for which the Policyholder has accepted responsibility. 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>Pollution</b>	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.
<b>Premises</b>	those premises stated in the Schedule
<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.

### Date Recognition

The Company shall not be liable under this Policy for any

- 1 claim resulting from Damage directly or indirectly caused by or consisting of or arising
- 2 liability of whatsoever nature directly or indirectly caused by or contributed to by or arising
- 3 proceedings that result directly or indirectly
- 4 additional expenditure arising directly or indirectly  
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
  - (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

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.

### Deductible

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.

### Electronic data

The Policyholder shall effect no insurance in respect of any amount specified as a Deductible herein. 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

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.

### Pollution

This Policy does not cover Damage caused by

- (a) Pollution to Property Insured other than caused by Pollution which itself results from a Defined peril
- (b) any Defined peril which itself results from Pollution

### 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

### Sonic Bang(s)

This Policy does not cover Damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 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.

3 In respect of Property and Business Interruption covers only:

- (a) This Policy does not cover Damage to property or any business interruption loss resulting therefrom of whatsoever nature directly or indirectly caused by occurring from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
- (b) In the event that any portion of the Terrorism exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

**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.

**SPECIMEN**

## **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.*

### **Automatic fire alarm**

It is a condition precedent to liability that the Policyholder undertakes the following when there is an automatic fire alarm system in any of the Premises

1. to make a test every week for the purpose of ascertaining the condition of each of the batteries and the Fire Brigade or off-site constantly attended location connection(s)
2. to test every aspect of the system on a six monthly frequency and to remedy any defect revealed and to file such report ready for examination by the Company's representatives when required
3. to notify the Company in advance of any impairment to the fire alarm system using the Company's proper standard impairment form
4. to notify immediately the Company of the removal of any automatic fire alarm.

Further the Policyholder shall hereby undertake that the installation will be maintained in efficient working order.

Subject to the observance of the above undertaking this Policy shall not be invalidated by any defect in the said automatic fire alarm system due to any circumstances unknown to or beyond the control of the Policyholder.

### **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.

### **Fire Doors**

It is a condition precedent to liability that the Policyholder undertakes to maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

### **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

**Reasonable precautions**

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

#### **Smoking materials**

It is a condition precedent to liability that the smoking of cigarettes and tobacco is not allowed in the Premises (except in designated areas) and suitable notices to this effect are displayed in prominent positions throughout the Premises.

#### **Sprinkler installations and fire extinguishing Appliances maintenance**

It is a condition precedent to liability that the Policyholder maintains and keeps in full working order automatic sprinklers if installed and fire extinguishing appliances in any of the Premises owned occupied or used by the Policyholder for the purpose of the Business and undertakes

- 1 to make a test at least once a week for the purpose of ascertaining the condition of
  - (a) the Fire Brigade connection or off-site constantly attended location and

the batteries for the transmission of alarm signals from the sprinkler installations to the Fire Brigade or off-site constantly attended location

Note: Where the Fire Brigade have given a written undertaking to carry out this test the Policyholder's responsibility will be confined to requirement (b)

Where the circuit concerned in (a) is not continuously monitored this test must be made every weekday (holidays excepted)

- 2 to cause an inspection of all appliances to be made every week for the purpose of ascertaining that they are in all respects maintained in proper working order
- 3 promptly to remedy any defect whether disclosed by any such inspection or otherwise and as regards automatic sprinklers the Policyholder further undertake
  - (a) to make tests every week for the purpose of ascertaining that the alarm gongs are in working order and that the stop valves controlling the water supply are fully open
  - (b) to operate the electric fire pumps for a minimum of ten minutes and diesel fire pumps for a minimum of thirty minutes each week and ensure all aspects are maintained in proper working order
  - (c) preventative maintenance of sprinkler systems and water supplies
  - (d) to make half yearly tests of all water flow switches for the purpose of ascertaining that each water supply is in order and record the particulars of each test
  - (e) to notify the Company in advance of any impairment to the fire protection system using the Company's proper standard impairment form
  - (f) promptly to remedy any defect revealed by such tests.

Subject to the observance of the above undertaking this Policy shall not be invalidated by any defect in any of the said automatic sprinklers and fire extinguishing appliances due to any circumstances unknown to or beyond the control of the Policyholder.

**Stillage**

It is a condition precedent to liability that Stock in any basement or cellar is raised at least fifteen (15) centimeters above the floor

**Unoccupancy condition**

It is a condition precedent to liability that in respect of any Unoccupied Premises

- 1 mains services shall be switched off and the water system drained whenever the Premises are vacated unless
  - (a) electricity is needed to maintain any fire or intruder alarm system in operation
  - (b) mains services are needed to maintain any sprinkler systems in full working order. In these circumstances heating must be maintained at a minimum temperature of 5 degrees centigrade
- 2 the Premises shall be inspected thoroughly both internally and externally at least weekly by the Policyholder or employees of the Policyholder and
  - (a) a record maintained of such inspections
  - (b) all defects in security and maintenance are rectified immediately
- 3 accumulations of combustible materials shall be removed during inspection
- 4 the Premises shall be secured against unlawful entry including the setting of all security locking and other security mechanisms in operation

**Waste condition**

The Company shall also have the right to vary the terms or cancel cover where appropriate.

It is a condition precedent to liability that

- 1 all oily and or greasy waste and or used cleaning cloths which remain in the Buildings after Business operations cease for the day shall be kept in lidded metal receptacles and the contents of the receptacles removed from the Buildings at least once a week
- 2 all other combustible trade refuse shall be removed from the Buildings at the end of each working day
- 3 all waste or refuse outside the Buildings is stored in
  - (a) non - combustible lidded and lockable containers or
  - (b) metal skips kept within designated areas at least 10 metres from any building or other property and removed from the Premises when the containers or skips are full.

## **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>Computer equipment</b>	all equipment and related software used by the Policyholder in connection with their data processing operations
<b>Contents</b>	machinery plant and all other contents (other than Stock and landlord's fixtures and fittings) including tenant's improvements alterations and decorations the property of the Policyholder or held by them in trust for which they are responsible situate at the Premises.
<b>Property insured</b>	Buildings Contents Stock and other Items shown and/or described in the Schedule
<b>Rent</b>	the amount of Rent payable by the Policyholder in respect of the lease of the Premises.
<b>Stock</b>	Stock and materials in trade including work in progress the property of the Policyholder or held by them in trust or on commission and for which they are responsible situate at the Premises.

## **Cover**

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The Company agrees that if any of the Property insured suffers Damage other than by an Excluded cause during the Period of Insurance the Company will pay to the Policyholder the value of the Property insured at the time of any Damage or at the Company's option reinstate or replace such Property insured or any part of the Property insured subject to the terms Additional Conditions and Exclusions of this Section and the General Conditions limitations and Exclusions of the Policy.

## **Additional Exclusions**

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### **Excluded Causes**

- 1 Damage caused by:
  - (a) (i) faulty or defective design materials or inherent vice latent defect gradual deterioration wear and tear or frost
  - (ii) explosion occasioned by the bursting of a boiler (not being used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Policyholder
  - (iii) change in the water table levelbut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- (b) (i) corrosion rust change in

temperature dampness dryness wet or dry rot shrinkage  
evaporation loss of weight change in colour flavour texture or finish vermin  
insects marring or scratching

- (ii) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage and or the failure of welds of boilers
- (iii) theft or attempted theft of Property insured
  - (1) from any garden yard or outbuilding
  - (2) that does not involve forcible or violent entry to or exit from the insured Premises
  - (3) comprising vending amusement and gaming machines
- (iv) mechanical or electrical breakdown including self-ignition and or derangement of machinery or equipment
- (v) faulty or defective workmanship or operational error or omission on the part of the Policyholder or any employee of the Policyholder

but this shall not exclude

- (1) such Damage not otherwise excluded which itself results from a Defined peril or from any other accidental loss destruction or damage
  - (2) subsequent Damage which itself results from a cause not otherwise excluded
- (c) disappearance unexplained or inventory shortage misfiling or misplacing of information clerical error book keeping accounting or billing errors or omissions
  - (d) escape of water from any water tanks apparatus or pipes when the Building(s) is Unoccupied and not being used for any of the Business activities of the Policyholder or any tenant
  - (e)
    - (i) subsidence ground heave or landslip
      - (1) occasioned by the settlement or movement of made up ground or by coastal or river erosion
      - (2) occurring whilst the Premises or any part thereof is in the course of erection or undergoing demolition or structural repair
      - (3) to roads pavements car parks outbuildings annexes walls gates or fences unless the main structure of the Premises is damaged by the same cause at the same time. The Policyholder shall give immediate notice to the Company in the event of building demolition or excavation operations being commenced on any adjoining site. In such event the Company shall have the right to vary or cancel the cover provided under this Section against Damage caused by subsidence ground heave or landslip
      - (4) due to defective design or workmanship or the use of defective materials
    - (ii) normal settlement or bedding down of new structures

- 2 Damage by wind rain hail sleet snow flood or dust to fences and gates and/or moveable property in the open or in open-sided Buildings
- 3 consequential loss of any kind or description except loss of Rent when such loss of Rent is included in the Schedule to this Section
- 4 breakage of fixed glass directly or indirectly resulting from
  - (a) defects in framework beadings or other fittings
  - (b) disfiguration or Damage other than fracture extending through the entire thickness of the fixed glass
  - (c) any attempt to remove any fixed glass change its position or carry out any work on it or its framework beadings or other fittings

**Excluded property**

- 1 explosives
- 2 fixed glass that is etched or stained or neon or other electrical light fittings signs or tubes
- 3 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives and or rolling stock watercraft or aircraft
- 4 property in transit outside the Premises stated in the Schedule

- 5 property or structures in the course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection
- 6 land piers jetties wharves bridges tunnels culverts excavations or railways
- 7 livestock and/or growing crops and/or plants and/or trees and/or landscaping
- 8 property damaged as a result of its undergoing any process
- 9 mobile phones, PDAs and/or other hand held computers
- 10 property which at the time of the happening of such Damage is insured by any marine policy or policies
- 11 any property more specifically insured by or on behalf of the Policyholder or by any other Section(s) of this Policy.

## **Additional Conditions**

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### **All other contents restrictions**

It is understood that the Company's liability in respect of

- 1 documents manuscripts business books patterns models moulds plans and designs shall be limited to the value of the materials together with the cost of rewriting or reproducing the same and not for their value to the Policyholder
- 2 directors' employees' and visitors' clothing personal effects tools and cycles (other than motor cycles) not otherwise insured shall be subject to the limit stated in the Schedule
- 3 jewellery precious stones precious metals bullion furs curiosities rare books or works of art other than paintings etchings prints and the like shall be for Defined perils only and be subject to the limit as stated in the Schedule
- 4 Computer equipment shall be for Defined perils only and be subject to the limit as stated in the Schedule. Further computer systems records /data shall be limited to the value of the materials together with the cost of rewriting or reproducing the same and not for their value to the Policyholder
- 5 Money shall be for Defined perils only and be subject to the limit as stated in the Schedule
- 6 paintings etchings prints and the like shall be subject to the limit as stated in the Schedule
- 7 glass (other than fixed glass) china earthenware marble or other fragile or brittle objects shall be subject to the limit stated in the Schedule

### **Automatic reinstatement**

The Sum Insured shall not be reduced by the amount of any payment provided that the Policyholder pays the premium from the date of Damage to the date of expiry of the Period of Insurance and agrees to comply with any risk improvements or other measures the Company may require to mitigate any claim.

### **Composite panels**

It is a condition precedent to any liability of the Company that where any of the Premises owned by the Policyholder that include Buildings constructed wholly or in part of

- 1 composite construction panels (which term includes but is not limited to sandwich panels insulation panels and composite panels) comprising two sheets of metal either side of a core of combustible insulation material or
- 2 internal or external cladding or linings of combustible insulation material either unclad or clad with a metal foil or other covering material

the Policyholder must ensure that

- (a) in all areas of such construction
  - (i) a weekly inspection for damage to facing sheets or coverings and to panel joints is carried out and recorded and that any damage or defects found which may expose the combustible core are immediately repaired or the panel replaced by a panel with a non-combustible core
  - (ii) the sides or edges of any panel which expose the panel core are closed off with steel or other appropriate metal cappings or facings
  - (iii) there is no internal storage of combustible waste within three metres of the panels
  - (iv) there is no external storage of combustible Stock packaging pallets waste or waste skips or bins within ten metres of the panels
  - (v) which have hot flues or extraction ducting running through such panels non-combustible insulating collars or sleeves of a minimum thickness of four centimetres must be fitted around the flue or ducting to prevent the flue or ducting coming directly into contact with the combustible core.  
Any gap between the collar or sleeve and panel core must be filled with material fibre or other suitable non-combustible material.
  - (vi) any heater flue extraction ducting for hot processes and the like in close proximity to the panels must be positioned a distance equivalent to at least three times the diameter of the flue and the like from the panel and no repairs to such panels shall be made which involves welding grinding cutting or other ignition sources
  - (vii) all heat sources must be kept well away from such panels or panels within two metres of any heat source must be replaced by panels with non-combustible insulating materials
  - (viii) no smoking rules apply and are in force and prominent notices are displayed to this effect
- (b) where work of any nature or value whatsoever is undertaken at the Premises owned by the Policyholder that involves the application of heat the Policyholder must
  - (i) issue the Company's hot work permit (or other such permits accepted and agreed by the Company) to any workmen or contractors undertaking the work
  - (ii) enforce compliance with such permit upon any workmen or contractors undertaking the work
  - (iii) otherwise take such precautions as may be necessary to ensure a safe working environment having regard to the risk of fire
- (c)
  - (i) the electrical installation at the Premises owned by the Policyholder is inspected and tested by a member of a qualified and recognised body in accordance with local wiring regulations for electrical installations and an inspection certificate issued
  - (ii) any work specified on such certificate to ensure the electrical installation meets necessary wiring regulations shall be carried out within thirty days of the inspection or such other period agreed in writing by the Company

- (iii) the electrical installation shall be further inspected and tested annually.

**Company's liability**

The liability of the Company in respect of any one loss or in the aggregate in any one Period of Insurance shall in no case exceed

- 1 the Sum Insured in the Schedule or the Total Sum Insured or
- 2 any Inner Limit shown in the Schedule or
- 3 any Inner Limit shown in this Section or

such other sum or sums as may be substituted by endorsement signed by or on behalf of the Company.

**Contracting purchasers**

Without prejudice to the rights and liabilities of the Company or the Policyholder if at the time of Damage the Policyholder has contracted to sell their interest in any Premises and the purchase has not been but shall afterwards be completed then such purchaser shall be entitled to benefit under this Section until completion except insofar as such Premises are more specifically insured by or on behalf of the purchaser.

**Designation**

For the purpose of determining where necessary the Item or heading under which any of the property is insured the Company agrees to accept the designation under which such property has been entered in the Policyholder's records.

**Other interests**

Where various parties are interested in the insurance by this Section the Policyholder undertakes to declare the names nature and extent of the interest of any such parties at the time of Damage.

**Reinstatement**

Reinstatement may be given at the Company's option as a basis of settlement to a claim that has occurred under this Section other than in respect of Stock directors' employees' and visitors' clothing personal effects tool and cycles.

Where Reinstatement is implemented by the Company the amount payable shall be calculated in accordance with the following and shall be subject to the special provisions stated below:

- 1 where Property insured is destroyed:
  - (a) if a Building - the rebuilding of the property
  - (b) if other property - its replacement by similar propertyin either case in a condition equal to or substantially the same as but not better or more extensive than its condition when new
- 2 where Property insured is damaged:

the repair or the restoration of the damaged portion of the property to a condition equal to or substantially the same as but not better or more extensive than its condition when new

**Special provisions**

- (a) The work of Reinstatement which may be carried out upon another site and in any manner suitable to the requirements of the Policyholder subject to the liability of the Company not being thereby increased must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under this Policy if this condition had not been incorporated therein shall be made
- (b) The liability of the Company shall not exceed the Sum Insured or the limit of liability stated in the Schedule
- (c) When any Property insured suffers Damage in part only the liability of the Company shall not exceed the sum representing the cost that the Company could have been called upon to pay for Reinstatement if such Property insured had been wholly destroyed
- (d) No payment beyond the amount which would have been payable in the absence of this Condition shall be made
  - (i) unless Reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of Reinstatement shall have been actually incurred

(iii) if the Property insured at the time of its Damage is insured by any other insurance effected by or on behalf of the Policyholder which is not upon the same basis of Reinstatement

(e) Each Item under this Condition is declared to be separately insured subject to the following Condition of Average namely:

If at the time of Reinstatement the sum representing eighty-five per cent of the cost that would have been incurred in Reinstatement if the whole of the property covered by such Item had been destroyed exceeds the Sum Insured thereon shall at the commencement of any Damage be less than the value of the property covered within such Sum Insured the amount payable by the Company in respect of such Damage shall be proportionately reduced.

(f) All the terms and Conditions of this Section and the general terms Conditions and Exclusions of this Policy shall apply

(i) to any claim payable under the provisions of this Condition other than where they are expressly varied by the terms of this Condition

(ii) where claims are payable as if this Condition had not been incorporated

**Workmans clause**

Workmen are allowed on the Premises for the purpose of making structural and other alterations from time to time without prejudice to this insurance.

**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.*

This Section extends to cover:

**Architects' surveyors' engineers' legal fees** Architects' surveyors' legal and consulting engineers' fees necessarily and reasonably incurred in the Reinstatement of the Property insured consequent upon Damage but not for preparing any claim it being understood that the amount payable for such Damage and fees shall not exceed in the aggregate the Sum Insured by each item

**Capital additions** In respect of Buildings and Contents Items anywhere in the United Arab Emirates insofar as the same are not otherwise insured

- 1 newly acquired or newly erected Buildings and Contents
- 2 alterations additions and improvements of Buildings and Contents

Provided that

- (a) the liability of the Company shall not exceed an amount of AED 2,000,000 any one Premises nor AED 10,000,000 during any one Period of Insurance
- (b) the Policyholder undertakes to advise the Company on the last day of each quarter of all such acquisitions additions and extensions and to pay the appropriate additional premium on the amount of all increases so advised such additional premium to be calculated pro rata from the date of such addition so declared

this Additional Coverage shall not include any appreciation in value in excess of the Sums Insured under the said Items.

**Customers' goods**

Customers' goods at the Policyholder's Premises subject to the Policyholder having agreed with their customers' that they will accept responsibility for Damage to goods belonging to such customers or for which those customers may be legally responsible which may be left in the Policyholder's care for storage or despatch or otherwise temporarily in the Policyholder's custody

It is agreed that all such goods shall be held to be insured by this Section as Stock except in so far as they shall be more specifically insured under any other policy.

**Fire extinguishing expenses**

Reasonable costs incurred by the Policyholder as a consequence of Damage in

- 1 refilling fire extinguishing appliances
- 2 replacing used sprinkler heads
- 3 refilling sprinkler tanks
- 4 recharging gaseous flooding systems
- 5 resetting fire alarms

**Leased and rented premises**

for an amount not exceeding AED5,000 in respect of any one occurrence.  
Damage to leased or rented premises for which the Policyholder is responsible including landlords



fixtures and fittings provided that the Company shall not be liable for such Damage if liability is assumed by the Policyholder under a tenancy or other agreement and would not have attached in the absence of such agreement.

**Metered water**

The cost for which the policyholder is responsible in respect of loss of metered water provided that the Policyholder maintains a record of readings from the Water Authority meter at intervals of not more than seven days.

The amount payable in respect of any one Premises is limited to such excess water charges demanded by the Water Authority resulting from the escape of water from pipes apparatus or tanks in consequence of Damage and shall in no case exceed AED5,000 in respect of any one occurrence.

**Public Authorities**

Such additional cost of Reinstatement for Buildings and Contents which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament with bye-laws of any Public Authority in consequence of Damage excluding

- (a) the cost incurred in complying with such regulations bye-laws or stipulations
  - (i) in respect of Damage occurring prior to the granting of this Additional Coverage
  - (ii) in respect of Damage not insured by this Section
  - (iii) under which notice has been served upon the Policyholder prior to the happening of the Damage
  - (iv) for which there is an existing requirement which has not yet been implemented
  - (v) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the damaged property
- (b) the additional cost that would have been required to make good the damaged property to a condition equal to its condition when new had the necessity to comply with such regulations bye-laws and stipulations not arisen
- (c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property by reason of compliance with any of the aforesaid Stipulations

The work of Reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the Damage or within such further time as the Company may allow in writing and may be carried out wholly or partially upon another site subject to the liability of the Company under this Additional Coverage not being increased

If the liability of the Company apart from this Additional Coverage shall be reduced by the application of any of the terms and conditions of this Section or of the Policy (other than as a result of this clause) then the liability of the Company under this Additional Coverage shall be reduced in proportion

**Removal of debris**

The total amount recoverable shall not exceed the Sum Insured shown in the Specification Costs and expenses necessarily incurred by the Policyholder with the consent of the Company in

- 1 removing debris
- 2 dismantling and/or demolishing
- 3 shoring up or propping
- 4 boarding up

of the portion or portions of the Property insured by this Section.

The liability of the Company for this Additional Coverage shall be limited to and not in any way increase the relevant Item's Sum Insured provided that the amount payable relating to Stock for any such costs and expenses shall not exceed 10% of the sum insured

The Company shall not pay any costs and expenses

- 1 incurred in removing debris except from the site of such Property insured destroyed or damaged and the area immediately adjacent to such site
- 2 arising from Pollution of property and/or land not insured by this Section.

**Replacement of locks and keys**

The insurance by this Section extends to cover the costs incurred as a result of the necessary replacement of all locks at the Premises following theft of the keys from the Premises or from the home of any director partner or employee authorised to hold such keys provided that the Company's liability for such Additional Coverage shall not exceed AED5,000 in respect of any one Period of Insurance.

**Temporary removal**

Contents whilst temporarily removed for cleaning renovation repair testing, servicing or other

similar purposes anywhere within the United Arab Emirates including whilst in transit provided that the Company's liability for such Additional Coverage in respect of Damage occurring elsewhere than in the Premises shall not exceed 10% of the Sum Insured by each Item or AED500,000 whichever is less

Documents manuscripts business books and plans are covered whilst temporarily removed anywhere within the United Arab Emirates provided that the Company's liability for such Additional Coverage shall not exceed 10% of the Sum Insured by each Item or AED500,000 whichever is less

This Additional Coverage does not apply to

- 1 property more specifically insured
- 2 motor vehicles and motor chassis licensed for normal road use
- 3 property held by the Policyholder in trust other than machinery and plant.

**Theft damage to building(s)**

Damage caused by theft or attempted theft to Building(s) which is/are not insured by this Section provided the Policyholder is the owner of the Building(s) or is legally liable for such Damage

**Trace and access**

Costs necessarily and reasonably incurred by the Policyholder in locating the source of the escape of water from any tank apparatus or pipe and the subsequent making good of Damage provided that the Company's liability for such Additional Coverage shall not exceed AED5,000 in respect of any one Period of Insurance.

**Transit extension**

Damage of Stock whilst in transit by road rail vehicle or post (including loading and unloading and whilst being temporarily housed in course of transit) anywhere within the United Arab Emirates

The liability of the Company under this Additional Coverage shall not exceed AED5,000 for any one loss being the maximum sum payable for any claim or series of claims arising out of any one cause.

This Additional Coverage shall not cover

1 any Damage anywhere within the United Arab Emirates caused by or consisting of theft or attempted theft from any conveying vehicle in the Policyholder's ownership or control which has been left unattended unless

(a) all doors have been securely locked all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed or

(b) the conveying vehicle is in a securely locked garage

2 livestock treasury notes bullion cash bonds deeds stamps securities and documents jewellery gold platinum and silver articles precious stones and furs

3 any claim arising from delay loss of market or any other consequential loss

4 any personal property which is not connected with the Policyholder's Business

It is a Condition of this Additional Coverage that the Policyholder shall take all reasonable measures to

1 maintain in efficient condition any vehicle in the Policyholder's ownership or control in or upon which the Property insured is carried

2 protect the Property insured from all Damage

3 ensure that any vehicle in the Policyholder's ownership or control is suitable for the purpose is to be used.