

INFORMATION SECTION

- INTEREST:** Indemnity against all sums that the insured shall become legally liable to pay as damages in respect of:
1. Bodily injury (including death or disease) to any person other than an employee subject to policy terms & conditions.
 2. Loss of or damage to property other than that belonging to the insured.
- Occurring during the period of insurance and in connection with the Insured's business activity
- BUSINESS ACTIVITIES:** Bakery, storage and distribution operation covering the UAE and Middle East including owner and lessee of Property
- ORIGINAL INSURED LOCATION:** Le Solarium Building, Dubai Silicon Oasis,
P. O Box 341013, Dubai, United Arab Emirates
- ESTIMATED ANNUAL REVENUE:** USD 5,000,000
- ADDITIONAL COMMENTS:** Locations for Production distribution
1. United Arab Emirates
 2. Pakistan
 3. Bahrain
 4. Sultanate of Oman
 5. Qatar
 6. Kuwait
 7. Iraq
 8. Jordan
 9. Palestine
 10. South Africa
 11. Mayotte
 12. Ivory Coast
 13. Senegal
 14. Niger
 15. Burkina Faso
 16. Madagascar
 17. Mauritius
 18. Rwanda
 19. Kenya
 20. Tanzania
 21. Liberia
 22. Maldives
 23. China
 24. Gabon

PUBLIC & PRODUCTS LIABILITY INSURANCE POLICY

1. OPERATIVE CLAUSE	<p>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.</p> <p>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 and as declared to Underwriters, subject always to the terms, Conditions and Exclusions of such Section and of the Policy as a whole.</p> <p>For the purpose of determining the indemnity granted:-</p> <p>1.1 "Injury" means death, bodily injury, illness or disease of or to any person</p> <p>1.2 "Damage" means loss of possession or control of or actual damage to tangible property</p> <p>1.3 "Pollution" means pollution or contamination of the atmosphere or of any water land or other tangible property</p> <p>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, including food and drink supplied by or on behalf of the Assured primarily to the Assured's employees as a staff benefit.</p>
2. INDEMNITY TO OTHERS	<p>The indemnity granted extends to:-</p> <p>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.</p> <p>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;</p> <p>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;</p> <p>provided always that all such persons or parties shall observe, fulfill and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Assured.</p>
3. CROSS LIABILITIES	<p>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.</p>
4. DEFENCE COSTS	<p>The Underwriters will pay all costs, fees and expenses incurred by the Assured with Underwriters' prior consent ("Defence Costs")</p> <p>4.1 in the investigation defence or settlement of;</p> <p>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</p>

	subject of indemnity by this Policy.
5. INDEMNITY LIMITS	<p>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.</p> <p>Defence Costs will be payable in addition to the Indemnity Limits unless this Policy is endorsed to the contrary.</p> <p>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 Limit, 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.</p>
SECTION A PUBLIC LIABILITY	
6. SECTION A INDEMNITY	<p>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</p> <p>6.1 Pollution;</p> <p>6.2 Or in connection with any Product.</p>
7. SECTION A EXCLUSIONS	<p>This Section does not cover liability</p> <p>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</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>7.1.4 arising out of any motor vehicle or trailer temporarily in the Assured's custody or control for the purpose of parking;</p> <p>provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;</p> <p>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);</p> <p>7.3 for and/or arising out of Damage to property owned leased or hired by or under hire purchase or on loan to the Assured or otherwise in the Assured's care, custody or control other than</p> <p>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);</p>

	<p>7.3.2 clothing and personal effects belonging to employees and visitors of the Assured;</p> <p>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.</p>
SECTION B - POLLUTION LIABILITY	
8. SECTION B INDEMNITY	<p>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</p> <p>8.1 was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;</p> <p>8.2 was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution.</p>
9. SECTION B - EXCLUSIONS	<p>This Section is subject to the Exclusions to Section A7 and C11, and also does not cover liability for and/or arising out of</p> <p>9.1 Damage to premises presently or at any time previously owned or tenanted by the Assured;</p> <p>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.</p>
SECTION C - PRODUCTS LIABILITY	
10. SECTION C - INDEMNITY	<p>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</p>
11. SECTION C - EXCLUSIONS	<p>This Section does not cover liability</p> <p>11.1 for and/or arising out of Damage to any Product or part thereof;</p> <p>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;</p> <p>11.3 arising out of the recall of any Product or part thereof;</p> <p>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.</p>
12. GENERAL EXCLUSIONS APPLICABLE TO	<p>This Policy does not cover liability</p> <p>12.1 arising out of the deliberate, conscious or intentional disregard by the Assured's</p>

<p>ALL SECTIONS OF THE POLICY</p>	<p>technical or administrative management of the need to take all reasonable steps to prevent Injury of Damage;</p> <p>12.2 for and/or arising out of Injury to any person under a contract of employment or apprenticeship with or the provision of labour only services to the Assured where such Injury arises out of the execution of such contract;</p> <p>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;</p> <p>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;</p> <p>12.5 directly or indirectly caused by or contributed to by or arising from</p> <p style="padding-left: 40px;">12.5.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;</p> <p style="padding-left: 40px;">12.5.2 the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;</p> <p>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;</p> <p>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;</p> <p>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 in any other form whatsoever.</p>
<p>13. GENERAL CONDITIONS</p>	<p>(Conditions 13.1 to 13.4 are precedent to Underwriters' liability to provide indemnity under this Policy).</p> <p>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.</p> <p>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 to 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.</p> <p>13.3 The Assured shall give notice as soon as reasonably practicable of any fact or event which materially changes the information supplied to Underwriters at the time when this Policy was effected and Underwriters may amend the terms of this Policy according to the materiality of the change.</p> <p>13.4 Where the premium is provisionally based on the Assured's estimates, the Assured shall keep accurate records and after expiry of the Period of Insurance declare as soon</p>

	<p>as possible such details as Underwriters require. The premium IS NON ADJUSTABLE.</p> <p>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).</p> <p>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.</p> <p>13.6 Laws and Jurisdiction applying to the policy is to be of England and Wales whereby each party agrees to submit to the jurisdiction of the court of the Dubai International Financial Centre where the parties agree to sit for any disputes to be heard. All matter arising hereunder shall be determined in accordance with the law and practice of such court.</p> <p>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.</p> <p>13.8 The Underwriters may cancel this Policy by giving sixty days notice in writing of such cancellation to the Assured's last known address.</p> <p>13.9 If any claim under this Policy is in any respect fraudulent all benefit under the Policy shall be forfeited.</p>
GENERAL POLICY EXTENSIONS	
<p>FOOD & DRINKS LIABILITY CLAUSE</p>	<p>It is hereby declared and agreed that liability is extended to cover liability in respect of poisoning of any kind arising from food or other goods sold or supplied or from the contamination of such food or other goods supplied by the Insured to any person (including a person in the Insured's service or acting on behalf of the Insured, or an employee of the Insured).</p> <p>Provided always that this Policy is issued on the express conditions that the Company shall not be liable there under unless the Insured shall at all times take every precaution to prevent the sale or supply of any article or articles of food or other goods which are not in good conditions, free from contamination and fit for human consumption.</p>
<p>CONTRACTUAL LIABILITY</p>	<p>It is noted & agreed that this policy does not cover Bodily injury or property damage for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:</p> <ol style="list-style-type: none"> (1) That the insured would have in the absence of the contract or agreement; including liability under the Civil Code in the UAE; or (2) Assumed in a contract or agreement that is an insured contract, provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of bodily injury or property damage, provided:

	<ul style="list-style-type: none"> (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same insured contract; and (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged. <p>Insured contract means:</p> <ul style="list-style-type: none"> a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract b. A sidetrack agreement; c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad; d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; e. An elevator maintenance agreement; f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. <p>Paragraph f does not include any part of any contract or agreement:</p> <ul style="list-style-type: none"> (1) That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or 'crossing (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of: <ul style="list-style-type: none"> (a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities <p>All other terms and conditions remain unchanged</p>
<p>SUDDEN AND ACCIDENTAL POLLUTION</p>	<p>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.</p> <p>All pollution or contamination, which arises out of one incident, shall be deemed to have happened at the time such incident takes place.</p> <p>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.</p> <p>For the purpose of this endorsement "Pollution or contamination "shall be deemed to be</p>

	<p>as:</p> <p>All pollution or contamination of buildings or other structures on water or land or the atmosphere and</p> <p>All loss or damage or injury directly caused by such pollution or contamination.</p> <p>Subject otherwise to the same terms, conditions and limitations of the said policy.</p>
INDEMNITY TO PRINCIPAL	<p>The Company will indemnify any principal for whom the Insured is carrying out work under a contract arising out of or in connection with the Business against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract provided always that the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Liability</p>
ADVERTISING LIABILITY CLAUSE	<p>It is hereby understood and agreed that this Policy is extended to include the Insured's legal liability arising out of libel, slander, any infringement of copyright, title or slogan, piracy or unfair competition or idea misappropriation under implied contract.</p>
LIBEL AND SLANDER	<p>Notwithstanding anything contained herein to the contrary this Policy is extended to indemnify the Insured (notwithstanding Exclusion a) against any claim or claims which may be made against them or any of them during the period specified in the Schedule for libel and slander by reason of words written or spoken by</p> <ul style="list-style-type: none"> a) the Insured as defined in the Schedule b) any person or persons who may during the subsistence of this Policy enter the firm insured hereunder in a professional capacity subject to General Condition c) below, cover being limited, however, to activities of such persons subsequent to their joining the Insured c) any person employed by the Insured in the conduct, by or on behalf of the said firm, of any business conducted in their professional capacity. <p>Conditions</p> <ul style="list-style-type: none"> a) The sum insured under this Policy shall not be increased by reason of this Extension. b) The deductible shall similarly apply to this Extension. In the event of a sublimit, it shall apply in the same proportion as that which it bears to the total limit insured. <p>Subject otherwise to the terms, conditions and exclusions of this Policy.</p>
MULTIPLE INSURED'S CLAUSE	<p>1. It is noted and agreed that if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in the Multiple Insured's Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Company to all of the Insured parties collectively shall not exceed the sums insured and limits of indemnity in the Policy.</p>

	<ol style="list-style-type: none"> 2. It is understood and agreed that any payment or payments by the Company to any one or more such Insured parties shall reduce to the extent of that payment the Company's liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate. 3. It is further understood that the Insured parties will at all times preserve and enforce the various contractual agreements entered in to by the Insured parties and the contractual remedies of such parties in the event of Damage. 4. It is further understood and agreed that the Company shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the insured parties in circumstances of fraud, misrepresentation, non-disclosure or breach of any warranty or condition of this policy committed by that insured party each referred to in this clause as a Vitiating Act. 5. It is however agreed that (save as provided in the Multiple Insured's Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act. 6. The Company hereby agrees to waive all rights of subrogation which they may have or acquire against any Insured party except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances the Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured.
<p>CROSS LIABILITY CLAUSE</p>	<p>It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon that 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.</p> <p>The Insurer's total liability in respect of all Insured parties shall not however exceed the limit of indemnity stated in the schedule.</p>
<p>SEVERABILITY OF INTEREST</p>	<p>Each of the Insured's insured by this policy will have the same protection and obligations as if the policy had been issued individually to each of them, except as respects the obligations associated with Cancellation. However, the inclusion of more than one Insured will not operate to increase the limit of liability of the Insurer beyond the limit of liability stated in this policy.</p>
<p>TENANTS LIABILITY CLAUSE</p>	<p>It is hereby understood and agreed that the coverage under this policy extended to include the Insured's Legal Liability in respect of loss or damage to:</p> <ol style="list-style-type: none"> 1. to any building or part thereof not belonging to the Insured whilst occupied by the Insured for the business purpose 2. to the contents of the aforesaid buildings or part thereof belonging to the Landlord Tenant's whilst under the care, custody or control of the Insured. 3. to the neighbours property due to the fault or negligence of the insured and/or his employees arising out of the use and/or occupation of the premises as described in the schedule of the policy.
<p>PRIMARY INSURANCE</p>	<p>The Underwriter agrees that this insurance provides the primary cover for risks insured under this Policy and in the event that any risk insured under this Policy is also insured under any other policy of insurance effected by any Insured, the Company agrees to indemnify the Insured as if such other policy of insurance did not exist except in respect of a Latent or Inherent defects insurance policy.</p>

SANCTION LIMITATION AND EXCLUSION CLAUSE	<p>The Company shall not provide cover and the Company shall not 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 the Company 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, United States of America, United Arab Emirates and I or all other jurisdictions where the Company transacts its business.</p>
NON INVALIDATION CLAUSE	<p>This insurance shall not be invalidated by an act or omission mis-description of occupancy, activities of the business or by alteration where the risk of destruction or damage is increased unknown to or beyond the control of the insured, provided that the Assured shall give notice to the Insurer as soon as they come aware but no later than 60 days and shall pay additional premium if required.</p>
MARINE LIABILITY EXCLUSION	<p>It is agreed that no coverages under this policy apply to any damages arising out of any marine liability.</p> <p>No coverages under this policy shall apply to any damages arising out of:</p> <ol style="list-style-type: none"> 1. Liability arising out of maintenance, fueling, loading or unloading of any watercraft or for any watercraft in the insured's care, custody or control; 2. Personal injury to passengers; 3. 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; 4. Liability for cost or expense of, or incidental to, the removal of the wreck of any vessel.
AUTOMOBILE LIABILITY EXCLUSION	<p>It is agreed that no coverages under this policy apply to any damages arising out of ownership, maintenance, operation, use, entrustment, loading or unloading of any automobile.</p>
PROFESSIONAL INDEMNITY EXCLUSION	<p>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</p> <p>'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</p>
POLITICAL RISKS EXCLUSION ENDORSEMENT	<p>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:</p> <ol style="list-style-type: none"> 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 <p>For the purpose of this endorsement an act of terrorism means an act including</p>

	<p>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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p> <p>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.</p> <p>If the Insurer 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.</p>
<p>TOTAL ASBESTOS EXCLUSION CLAUSE</p>	<p>This insurance does not apply to:</p> <ol style="list-style-type: none"> 1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by asbestos, exposure to asbestos or the use of asbestos; 2. Any damages or any loss, cost or expense arising out of any (i) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for: <ol style="list-style-type: none"> a. Assessing the presence, absence or amount or effects of asbestos; b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or c. Responding to asbestos in any way other than as described in 2.a 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or 4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.
<p>ELECTRO MAGNETIC FIELDS EXCLUSION CLAUSE</p>	<p>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"</p>
<p>GENETICALLY MODIFIED ORGANISMS CLAUSE</p>	<p>It is hereby understood and agreed that this policy excludes any claims or losses arising directly or indirectly from Genetically Modified Organisms ("GMOs").</p> <p>For the purposes of this exclusion, GMOs shall mean and include; organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change and shall also mean and include every biological or molecular unit with self replication potential. or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.</p> <p>In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or</p>

	jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing."
TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY	It is hereby understood and agreed that this Policy excludes any claims or losses arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD)"
TOXIC MOULD	<p>It is hereby understood and agreed that this Policy excludes any claims or losses arising directly or indirectly out of moisture-related damage.</p> <p>For the purposes of this exclusion, "moisture-related damage" shall mean:</p> <p>Fungus/fungi, including but not limited to, mould, mildew, mushrooms, yeast, bio contaminates or any substance produced by, or arising out of, or emanating therefrom; Rot, decay, corrosion, or other gradual deterioration, de-lamination, adhesive or cohesive failure, weakening, or deformation of wood products or other material caused by continuous and/or prolonged and/or repeated contact with water or moisture. This definition applies even if the water and/or moisture also contain chemical elements other than water.</p>
AIDS EXCLUSION CLAUSE	It is hereby understood and agreed that this Agreement shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of Joss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by Human T-Cell Lym-photropic Virus Type III Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it may be named.
PURE FINANCIAL LOSS EXCLUSION	Notwithstanding anything contained in this policy to the contrary, it is declared that this policy shall not apply to any liability arising out of financial monetary loss that is not a direct result of physical damage to property of a third party or bodily injury of the third party.
AVIAN INFLUENZA VIRUSES EXCLUSION	<p>This insurance does not apply to any loss, injury, cost, damage, claim, expense, dispute and/or suit including, but not limited to any loss, costs and/or expenses related to and/or otherwise arising from or associated with any inspection, surveillance, slaughter, clean-up, infection control measures, medical treatment, remediation, embargo, quarantine, destruction of property (including but not limited to livestock), business interruption or suspension, loss of income or profit, trade restrictions, containment, removal or abatement, actually or allegedly arising out of and/or caused directly or indirectly, in whole or in part, by:</p> <ol style="list-style-type: none"> 1. Any form of Avian Influenza Viruses; or 2. Any actual, threatened, predicted or perceived outbreak of Avian Influenza Viruses; or 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with Avian Influenza Viruses; or 4. Any measures or actions undertaken, directed and/or recommended by any governmental or regulatory authority, or any other entity or natural person, with respect to Avian Influenza Viruses regardless of any other cause, event, material or product that contributed concurrently or in any sequence to or was accelerated by or results from the loss, injury, cost, damage, claim, expense, dispute and/or suit.

	<p>For the purposes of this exclusion, the term Avian Influenza Viruses includes:</p> <ol style="list-style-type: none"> 1. All avian flu or bird influenza viruses including any other nomenclature, scientific (e.g.AH5N1, AH5N2, AH7N1, A H9N2) or otherwise (e.g. "bird flu") devised or used to describe the viruses regardless of any genetic features or differences, subtype or strain, and whether or not partnered with any neuraminidase surface proteins; and any progression, mutation or recombination thereof, including but not limited to progression, mutation or recombination of any subtype or strain, and/or any changes in the antigenic composition thereof. 2. Any complications, infections, illnesses, or secondary or opportunistic diseases related to, or initiating because of, or occurring in conjunction with, or following Avian Influenza Viruses.
<p>PREMIUM PAYMENT CONDITION</p>	<p>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 (as specified on Policy Schedule) days of inception of this policy (or, in respect of installment premiums, when due).</p> <p>If the premium due under this policy has not been so paid to Insurer by the (as specified on the Policy Schedule) day from the inception of this policy (and, in respect of installment notifying the Insured and/or the broker (if applicable) 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 policy 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 policy.</p> <p>It is agreed that Insurers shall give not less than 45 days prior notice of cancellation to the Insured via the Broker or Intermediary (if involved). If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.</p> <p>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.</p>

CLAIMS CONTROL CLAUSE (LM4)

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

- (a) The Insured shall give to the Reinsurer(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 Reinsurer(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 Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.
- (c) The Reinsurer(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 Reinsurer(s) as aforesaid.
- (d) The Insured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurer(s) in the investigation, adjustment and settlement of such claim.

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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.

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.

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 (Re)Insured undertakes that premium will be paid in full to (Re)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 (Re)Insurers by the 90th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)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 (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)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.

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