



TOKIO MARINE
NICHIDO

PART A - POLICY WORDINGS

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



BUSINESS INTERRUPTION ALL RISKS

A Tokio Marine & Nichido Fire Insurance Company Policy

Introduction

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

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

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

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

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

Policy Contract

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

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

General Claims Conditions

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

Admission of Liability	<i>No admission of Liability or negotiation or settlement of any claim shall be made without the Company's written consent</i>
Arbitration	<i>If any difference shall arise as to the amount to be paid under any Section of this Policy (Liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions and the making of an award shall be a condition precedent to any right of action against the Company.</i>
Claims – Rights of the Company	<i>The Company shall be entitled whether before or after indemnification of the Policyholder to conduct in the Policyholder's name the defence or settlement of any claim or to take action to seek recovery or secure indemnity from any third party in respect of any claim covered by this policy and shall have full discretion in the conduct of any such proceedings. The Policyholder shall allow the Company to access any Premises where Damage has occurred and to take and keep possession of or to deal with property in any reasonable manner. No property may be abandoned to the Company.</i>
Discharge of liability	<i>The Company may pay to the Policyholder in the event of any one claim or series of claims arising out of one occurrence the specified Limit of liability or Sum Insured after deducting any sums already paid or any lesser amount for which the claim(s) can be settled and then be under no further liability in respect of such claim or series of claims except for the amount of any costs and expenses incurred prior to the date of the payment</i>
Electronic data processing media valuation	<i>Where electronic data processing media insured by this Policy suffer Damage then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating gathering or assembly of such electronic data. If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not cover any amount excluded by the Electronic data exclusion contained in the General Exclusions of this Policy or any amount pertaining to the value of such electronic data to the Policyholder or any other party even if such electronic data cannot be recreated gathered or assembled.</i>
Information and assistance	<i>All particulars information and assistance as may be reasonably required by the Company must be supplied by the Policyholder at their own expense.</i>
Mitigation	<i>Following Damage immediate action must be taken by the Policyholder to minimise such Damage and avoid interruption or interference with the Business. Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.</i>
Notification to the Company	<i>The Policyholder shall in the event of any Damage or bodily injury immediately notify the Company in writing and where the Company receives notification of any Loss this must be reported in writing as soon as reasonably possible to the Company. A detailed statement of any claim must be submitted within</i> <ol style="list-style-type: none"> <i>1 7 days of any Damage by malicious persons riot or civil commotion strikers locked out workers or persons taking part in labour disturbances</i> <i>2 30 days of the expiry of the Indemnity Period in respect of a loss under the Business Interruption Section</i> <i>3 30 days of the happening of any other Damage</i> <p><i>or such further time as the Company may in writing allow</i></p> <p><i>The Policyholder must forward to the Company a claim form and/or any other relevant correspondence/documents and/or any writ summons or other court or legal document issued against the Policyholder in consequence of the Loss.</i></p>



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Notification to the Police	<i>If theft or attempted theft or Damage by malicious persons (including arson) occurs or is suspected notice must be given immediately upon discovery to the police and all practical steps taken to recover property lost or stolen.</i>
Terms of settlement	<i>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.</i>
General Conditions <hr/>	
<i>The following General Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.</i>	
Adjustment	<i>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.</i> <i>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.</i>
Applicable law	<i>In the absence of any written agreement to the contrary the law applicable to this contract will be United Arab Emirates law.</i>
Average	<i>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</i>
Cancellation	<i>The Company may cancel this Policy or any Section thereof by giving 30 days' notice by registered letter to the Policyholder at their last known address in which event the Policyholder at the discretion of the Company may receive a pro rata return of premium for the unexpired Period of Insurance.</i>
Changes in facts	<i>This Policy shall be avoided with respect to any Item or Section if in regard to which after the commencement of this insurance</i> <ol style="list-style-type: none"><i>1 there is any alteration in the Premises or Business or otherwise whereby the risk of Loss or Damage is increased</i><i>2 there is any change of material facts</i><i>3 the Policyholder's interest ceases except by will or operation of law</i> <i>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.</i>
Condition precedent to liability	<i>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.</i>
Fraud	<i>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.</i>
Non-disclosure	<i>This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact.</i>
Non-invalidation	<i>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</i>



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writing to the Company and pay an additional premium if required.

Personal representative

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

Premium payment warranty

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

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

Cancellation shall be subject to

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

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

General Definitions

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

The following definitions shall mean:

Building(s)

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

- 1 landlords fixtures and fittings, and/or
- 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
- 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
- 4 security cameras and lights owned or used by the Policyholder on or around the Premises.

Business

As stated in the schedule and no other for the purpose of this Policy.

Company

Tokio Marine & Nichido Fire Insurance Company and/or other Insurers as stated in the schedule for their indicated proportion.

Computer virus

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"

Damage

accidental physical loss or destruction and/or damage

Deductible(s)

the first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible

Defined perils

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



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sprinkler leakage impact by any road vehicle or animals.

Electronic data

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

Money

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

Period of Insurance

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)

Policy

The wordings schedule and specifications that form this document

Policyholder

the person (s) or corporate body named in the Schedule

Pollution

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.

Premises

those premises stated in the Schedule

Schedule/Specification(s)

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.

Section(s)

the part(s) of the Policy that detail(s) the insurance cover provided.

Terrorism

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.

Unoccupied

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

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

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.

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

Electronic data

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



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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.



General Protection and Maintenance Conditions

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

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



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*conjunction with a matching boxed striking plate or locking bar and staple
(b) two hinge bolts to be installed at the top and bottom of any outward opening door*

- 2 *all ground floor level and basement opening windows/ skylights and other opening windows or skylights accessible from roof deck or balcony areas fire escapes canopies or down pipes are fitted with key operated window locks unless such windows or skylights are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh*
- 3 *any additional security measures imposed by the Company shall be fitted in accordance with the Company's requirements*

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

Reasonable precautions

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

The Insured shall take all reasonable care

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

Security and alarm requirements definitions

Intruder Alarm Installation:

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

Keyholder:

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

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



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- 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*
 - (b) *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*



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- 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

The Company shall also have the right to vary the terms or cancel cover where appropriate.
It is a condition precedent to liability that

Waste condition

- 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

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:



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Annual turnover	the Turnover during the twelve months immediately before the date of any Contingency
Estimated gross profit	the amount declared by the Policyholder as representing not less than the Gross profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple where the Maximum indemnity period exceeds twelve months
Gross profit	the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the uninsured working expenses. The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholder's normal accountancy methods due provision being made for depreciation.
Indemnity period	the period beginning with the occurrence of any of the Contingencies and ending not later than the Maximum indemnity period thereafter during which the results of the Business shall be affected in consequence of any of the Contingencies.
Infectious disease	illness sustained by any person resulting from any human infection or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the competent local authority has stipulated shall be notified to them.
Maximum indemnity period	the number of months stated in the Schedule.
Rate of gross profit	the Rate of Gross profit earned on the Turnover during the financial year immediately before the date of any of the Contingencies
Standard turnover	the Turnover during that period corresponding with the Indemnity period in the twelve months immediately before the date of any of the Contingencies appropriately adjusted where the Indemnity period exceeds twelve months
Turnover	the money paid or payable to the Policyholder for goods sold and delivered and for services rendered in the course of the Business at the Premises.
Uninsured working expenses	carriage packing and freight purchases (less discounts received) and bad debts. The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Policyholder.

Cover

The Company agrees that in the event of the Business carried on by the Policyholder at the Premises being interrupted or interfered with as a consequence of any of the Contingencies during the Period of Insurance then the Company will indemnify the Policyholder in accordance with the provisions stated subject to the terms limitations Additional Conditions and Exclusions of this Section and the General Conditions Limitations and Exclusions of the Policy.

Contingencies

- 1 Any Damage as insured by the Property Damage "All Risks" Section of this Policy
- 2 Explosion of any boiler or economiser on the Premises.
- 3 Any Damage occasioned in the course of theft but excluding loss due to the theft of property
- 4 Additional Coverages as otherwise extended under this Section

Basis of Settlement

The amount payable as indemnity shall be



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Additional cost of working

The additional expenditure necessarily and reasonably incurred by the Policyholder in consequence of any of the Contingencies in order to prevent or minimise the interruption of or interference with the Business during the Indemnity period (including the cost of removal to and from temporary premises and expenses incidental thereto increase in rent rates and taxes salaries of additional staff and overtime payments).

Gross profit

- 1 (a) In respect of reduction in Turnover:
The sum produced by applying the Rate of gross profit to the amount by which the Turnover during the Indemnity period shall in consequence of any of the Contingencies fall short of the Standard turnover
- (b) In respect of increase in cost of working:
The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity period in consequence of any of the Contingencies but not exceeding the sum produced by applying the Rate of gross profit to the amount of the reduction avoided

less any sum saved during the Indemnity period in respect of such charges and expenses of the Business payable out of Gross profit as may cease or be reduced in consequence of any of the Contingencies.

Provided that if the Sum Insured be less than the sum produced by applying the Rate of gross profit to the Annual turnover (or to a proportionately increased multiple where the Maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced.

- 2 This Insurance is limited to the additional increase in cost of working (in excess of the amount payable under 1(b) relating to Gross profit) necessarily incurred during the Indemnity period in consequence of any of the Contingencies for the sole purpose of avoiding or diminishing a reduction in Turnover or resuming or maintaining normal Business operations but not exceeding the Sum Insured stated in the Specification.

Trends and Variations

Adjustments shall be made to Gross profit Rate of Gross Profit Standard turnover and Annual Turnover as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after any of the Contingencies or which would have affected the Business had the Contingencies not occurred so that the adjusted figures shall represent as nearly as may be reasonably practicable the results which but for the Contingencies would have been obtained during the relative period after the Contingencies.

Current cost accounting

For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Additional Conditions

Alternative trading

If during the Indemnity period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Policyholder or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity period.

Automatic reinstatement

The liability of the Company shall not be reduced by the amount of any of the Contingencies provided that the Policyholder pays the appropriate additional premium calculated from the date of Damage to the date of expiry of the Period of Insurance.

Accumulated stocks

In adjusting any claim account shall be taken and an equitable allowance made if any reduction in Turnover due to any of the Contingencies is postponed by reason of the Turnover being temporarily maintained from any stocks of finished goods at the Policyholder's Premises.

Cessation of cover

This Section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this Insurance unless accepted by the Company in writing.

Company's liability

The liability of the Company shall in no case exceed in respect of the insurance provided by this Section the Sum Insured or limit of liability or such other sums expressed in the Specification in



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any one Period of Insurance or any other sum or sums that may be substituted by Endorsement signed by or on behalf of the Company.

Departmental

If the Business is conducted in departments the independent trading results of which are ascertainable the Basis of Settlement for Gross profit shall apply separately to each department affected by the Contingencies

Material damage proviso Waiver

At the commencement of the Contingencies there shall be in force an insurance covering the interest of the Policyholder in the property at the Premises against Contingencies 1 2 and 3 and that payment shall have been made or liability admitted under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount.

Payments on account

Payments on account may on application by the Policyholder and at the Company's discretion be made to the Policyholder during the Indemnity period.

Premium adjustment

The Policyholder shall furnish to the Company within thirty days after the expiry of each Period of Insurance a declaration confirmed by the Policyholder's auditors ("accountants" may be substituted for "auditors" in respect of companies exempt from audit requirements) of the Gross profit earned or expenses paid during the financial year most nearly concurrent with the Period of Insurance

If any Contingency shall have occurred giving rise to a claim for loss of Gross profit the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross profit was reduced during the financial year solely in consequence of such Contingency

If the declaration (adjusted as provided for above and proportionately increased where the Maximum indemnity period exceeds twelve months)

1 is less than the Gross profit for the relative Period of Insurance the Company will allow a pro-rata return of the premium payable on the Gross profit but the return premium shall not exceed 33.33% of the 75% deposit premium paid.

2 is greater than the Gross profit for the relative Period of Insurance the Policyholder shall pay a pro-rata additional premium (in excess of an additional 25% being the balance due to the Company in accordance with the provisional premium paid) payable on Gross profit.

Professional accountants

Any particulars or details contained in the Policyholder's books of account or other business books or records which may be required by the Company under the General Claims Conditions for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time they are regularly acting as such for the Policyholder and their report shall be prima facie evidence of the particulars and details to which such report relates the Company will pay to the Policyholder the reasonable charges payable by the Policyholder to their Professional accountants for producing such particulars or details

Provided that the sum of the amount payable and the amount otherwise payable under this Section shall in no case exceed the Sum Insured stated in the Specification.

Salvage sales

If following the Contingencies under this Section the Policyholder shall hold a salvage sale during the Indemnity period clause 1(a) of Gross profit shall for the purpose of such claim read as follows:

1 (a) In respect of reduction in Turnover:

The sum produced by applying the Rate of gross profit to the amount by which the Turnover during the Indemnity period (less the Turnover for the period of the Salvage sale) shall in consequence of the Contingencies fall short of the Standard turnover from which sum shall be deducted the Gross profit actually earned during the period of the salvage sale.

Uninsured standing charges

If any standing charges of the Business are not insured by this Section (having been deducted in arriving at the Gross profit) then in computing the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the Gross profit bears to the sum of Gross profit and the Uninsured standing charges.

Additional Coverages

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

The Insurance by this Section extends to cover interruption of or interference to property used by the Policyholder for the Business at the Premises in consequence of:-

- 1 *any of the Contingencies 1 2 and 3 at the location(s) of or to property of specified customers or specified suppliers as stated in the Schedule*
- 2 *any of the Contingencies 1 2 and 3 to property at any*
 - (a) *generating station or substation of a public electricity supply undertaking*
 - (b) *land based premises of the public gas supply undertaking or natural gas producer linked directly therewith*
 - (c) *water works or pumping station of the public water supply undertaking*
 - (d) *land based premises of the public telecommunications services (other than satellite services)*

from which the Policyholder obtains electricity gas water or telecommunication services

- 3 *(a) any Infectious disease manifested by any person whilst at the Premises*
 - (b) *an outbreak of an Infectious disease manifested by any person within 25 miles of the Premises*
 - (c) *murder rape or suicide occurring at the Premises*
 - (d) *injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided on the Premises*
 - (e) *any discovery of an organism at the Premises likely to result in the occurrence of Legionnaires' disease*
 - (f) *the closing of the whole or part of the Premises by the order or on the advice of a competent Public Authority as a result of*
 - (i) *defects in the drains or other sanitary arrangements at the Premises*
 - (ii) *the Premises becoming infested with vermin or pests*
 - (g) *the cancellation of bookings for accommodation at the Premises in consequence of the outbreak of an Infectious disease*
- 4 *any of the Contingencies to property in the vicinity of the Premises which shall prevent or hinder the use or access to the Premises or property of the Policyholder whether damaged or not*

Provided that

- 1 *the Company's liability*
 - (a) *under paragraph 1 of this Additional Coverage in respect of any one occurrence shall not exceed the percentage(s) or limit(s) as stated in the Specification*
 - (b) *under paragraph 3 of this Additional Coverage in respect of any one occurrence shall not exceed 20% of the Sum Insured by the Item on Gross profit or AED1,000,000 whichever is the less*
 - (c) *under paragraphs 2 and 4 of this Additional Coverage in respect of any one occurrence shall not exceed the Sum Insured stated in the Specification*
- 2 *in respect of the cover provided by paragraph 2 the Company shall not be liable for any Contingency*
 - (a) *to lines cables or pipes conveying the said supplies*
 - (b) *that does not involve a cessation of supply for at least three consecutive hours*
 - (c) *due to the following causes*
 - (i) *the deliberate act of any supply undertaking or its power to withhold or restrict supply or services*
 - (ii) *strikes or any labour or trade dispute*
 - (iii) *drought*



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(iv) *other atmospheric or weather conditions but this shall not exclude any Contingency to property caused by such conditions*

- 3 *for the purpose of paragraph 3 of this Additional Coverage the Indemnity period means the period during which the results of the Business shall be affected in consequence of any of the Contingencies beginning*
- (a) *in the case of sub-paragraphs (a) (b) (c) (d) (e) and (g) with the occurrence or discovery of the incident*
 - (b) *in the case of sub-paragraph (f) with the date from which the restrictions on the Premises are applied and ending not later than 3 months thereafter.*

Endorsements

In consideration of the payment of an additional premium the following shall be applicable if stated in the Specification as operative and shall be subject otherwise to the terms limitations and Additional Conditions of this Section and the General Exclusions limitations and Conditions of the Policy.

Denial of access (Non Damage)

The Insurance by this Section extends to cover interruption of or interference with the Business in consequence of access to or use of the Premises being hindered or prevented due to the Premises or property in the vicinity of the Premises or any rights of way being

1 thought to contain or actually containing a harmful device provided that the police are immediately informed

2 closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing off is due to

(a) the condition of the Premises owned or occupied by the Policyholder or the Business carried on within

(b) the Policyholder's non compliance with a prior order of the police or any other statutory body

Provided that

(a) the Company shall not be liable for interruption of or interference with the Business
(i) arising from any cause within the control of the Policyholder

(ii) which is the direct result of any repairs or maintenance being carried out to property as a result of inherent defect or wear and tear

(iii) the first three hours of each and every claim

(b) for the purpose of this Endorsement the Maximum indemnity period shall not exceed three months

(c) the Company's liability shall in no case exceed 20% of the Sum Insured by the Item on Gross profit or AED1,000,000 whichever is the less.

Group interdependency

The Insurance by this Section extends to cover interruption of or interference with the Business at the Policyholder's Premises where no Contingency has occurred but suffers in consequence of a Contingency happening at a different Premises of the Policyholder provided that the Company's liability for this Endorsement shall in no case exceed the Sum Insured by the Item on Gross profit.



Exclusions: -

Sanctions Limitations and Exclusion Clause

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

Communicable Disease Endorsement

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

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

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25 March 2020



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PART B – ADDITIONAL ENDORSEMENTS

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



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

Business Interruption Extension Clauses		
S. No.	Clause	Wordings
1	30 Days Cancellation Clause	<i>The Company may cancel this Policy or any Section thereof by giving 30 days' notice by registered letter to the Policyholder at their last known address in which event the Policyholder at the discretion of the Company may receive a pro rata return of premium for the unexpired Period of Insurance.</i>
2	Claims Preparation Clause	<i>It is hereby understood and agreed that the Insurance by this Policy included costs and expenses necessarily incurred by the insured for the purpose of preparing a claim hereunder, but in no event to exceed the amount of such claim or the amount mentioned in the Schedule whichever is the lesser. Subject otherwise to the same terms, conditions and exceptions of the policy.</i>
3	Customer's / Supplier's Extension	<i>It is hereby agreed and declared that subject to the condition of this policy, loss as insured hereby resulting from the interruption of or interference with the business, in consequence of damage as defined under the Policy of property at any customer's and/or suppliers premises shall be deemed to be loss resulting from damage to property used by the Insured at the premises Subject to the Limit and deductible specified in the Policy Schedule.</i>



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4	<i>Denial of access</i>	<p><i>The Insurance by this Section extends to cover interruption of or interference with the Business in consequence of access to or use of the Premises being hindered or prevented due to the Premises or property in the vicinity of the Premises or any rights of way being</i></p> <p><i>1. thought to contain or actually containing a harmful device provided that the police are immediately informed</i></p> <p><i>2. closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing off is due to</i></p> <p><i>(a) the condition of the Premises owned or occupied by the Policyholder or the Business carried on within</i></p> <p><i>(b) the Policyholder's non compliance with a prior order of the police or any other statutory body</i></p> <p><i>Provided that</i></p> <p><i>(a) the Company shall not be liable for interruption of or interference with the Business</i></p> <p><i>(i) arising from any cause within the control of the Policyholder</i></p> <p><i>(ii) which is the direct result of any repairs or maintenance being carried out to property as a result of inherent defect or wear and tear</i></p> <p><i>(iii) the first three hours of each and every claim</i></p> <p><i>(b) for the purpose of this Endorsement the Maximum indemnity period shall not exceed three months</i></p> <p><i>(c) the Company's liability shall in no case exceed the Limit and deductible specified in the Policy Schedule.</i></p>
5	<i>Departmental Clause</i>	<p><i>If the Business is conducted in departments the independent trading results of which are ascertainable the Basis of Settlement for Gross profit shall apply separately to each department affected by the Contingencies</i></p>
6	<i>Errors & Omissions</i>	<p><i>It is hereby agreed and understood that any inadvertent errors or omission on the part of the Insured in providing any information on the risk insured hereunder shall not be held to relieve the other party from any liability which would have attached under the Policy, provided that such error or omission shall be corrected as soon as possible upon discovery</i></p>
7	<i>Failure of Public Utility / Services</i>	<p><i>The cover under this section extends to include losses arising from failure of the Public supply of Electricity and/or Water and/or Gas due to any cause not following the deliberate and/or conscious act of the Supply Authority or the exercise by such Authority of its power to withhold or restrict supply.</i></p>
8	<i>Interdependency Clause</i>	<p><i>This Section of this Policy extends to include loss as defined in this Section of this Policy sustained by the Insured anywhere in the world resulting from physical loss, destruction or damage caused by any of the contingencies insured against under this policy at the premises of the Insured situated anywhere worldwide.</i></p> <p><i>Provided that, after the application of all the terms, conditions and provisions of this Policy the liability of the Insurers under this Section of this Policy shall not exceed the Sum(s) insured in respect of this Section of this Policy.</i></p>



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9	<i>Nominated Loss Adjuster</i>	<i>Upon the happening of any claim or event as referred to within this Policy, the Named Insured and the company hereby mutually agree that, should circumstances so require, the Loss Adjusters as stated in the Policy Schedule, shall be appointed to determine the validity of the claim and thereafter the amount of loss, damage or expense involved or if unavailable, an alternative mutually agreed between the Named Insured and the Company shall be appointed</i>
10	<i>Non invalidation Clause</i>	<i>This insurance shall not be prejudiced by any act or neglect of the owner of any premises if the Named Assured is not the owner thereof, or by any act or neglect of any occupancy (other than the Named Assured) of any premises, when such act or neglect of the owner or occupant is not within the control of the Named Assured, or by failure of the Named Assured to comply with any warranty or conditions contained in any form or endorsement attached to this policy with regard to any portion of the premises over which the Named Assured has no control. Provided that the insured shall immediately on the same coming to their knowledge advise the company and pay pro rata additional premium if any that may be required from the date of such change or increase in risk.</i>
11	<i>Professional accountants Clause</i>	<p><i>Any particulars or details contained in the Policyholder's books of account or other business books or records which may be required by the Company under the General Claims Conditions for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time they are regularly acting as such for the Policyholder and their report shall be prima facie evidence of the particulars and details to which such report relates the Company will pay to the Policyholder the reasonable charges payable by the Policyholder to their Professional accountants for producing such particulars or details</i></p> <p><i>Provided that the sum of the amount payable and the amount otherwise payable under this Section shall in no case exceed the Sum Insured stated in the Policy Schedule.</i></p>
12	<i>Payment on Account</i>	<i>Payments on account may on application by the Policyholder and at the Company's discretion be made to the Policyholder.</i>
13	<i>Quarantine / Closure Clause</i>	<p><i>The cover under this section extends to include losses arising from interference with the Business because of the cancellation of or in-ability to accept, bookings for accommodation and/or the Insured being unable to offer other services normally provided from their premises as a direct result of:</i></p> <ul style="list-style-type: none"> <i>a) the occurrence at the premises of murder or attempt thereat, suicide, contagious and/or infectious disease, food or drink poisoning, vermin, pests, or defective sanitation</i> <i>b) the outbreak, elsewhere than at the premises of a notifiable contagious and/or infectious disease</i> <i>c) the pollution by oil, chemical or other substance of any beach, waterway or river within a radius of 25 miles from the premises</i> <i>d) interruption in supplies for a period in excess of 10 days due to strike or industrial action or lockout of suppliers' employees</i> <p><i>Subject to the Limit and deductible specified in the Policy Schedule</i></p>
14	<i>Waiver of Subrogation Clause</i>	<i>In the event of a claim arising under this Policy the Insurer agrees to waive any rights remedies or relief to which it might become entitled by subrogation against landlords / visitors.</i>