



TOKIO MARINE
NICHIDO

PART A - POLICY WORDINGS

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



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CONTRACTOR'S ALL RISKS INSURANCE POLICY

WHEREAS the insured named in the schedule hereto had made to Tokio Marine & Fire Insurance Co Ltd. (hereinafter called "the Company") a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

GENERAL EXCLUSIONS -

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by -

- a) War, Invasion, Act of foreign enemy, hostilities or War like operations (whether war be declared or not) Civil War, rebellion, revolution, insurrection, mutiny, Civil commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any Government de jure or defacto or by any Public, Municipal or Local Authority;**
- b) Nuclear reaction, Nuclear radiation or Radioactive contamination;**
- c) Willful act or willful negligence of the Insured or of his responsible representative;**
- d) Cessation of work whether total or partial.**

In any action, suit or other proceedings where the Company, allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

Period of Cover – As per the Schedule.

Maintenance Period - As per the Schedule.

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work after the unloading of the property specified in the schedule from any conveyance at the site specified in the schedule whichever is earlier and shall expire on the date specified in the schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the expiry date specified in the policy whichever shall be earlier.

'If actual construction period is shorter than the period indicated in the schedule, no refund of premium shall be allowed unless specifically allowed by Insurers.'

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction included in the insurance is not completed within the time specified hereunder, the Company may extend the period of insurance but the Insured shall pay to the Company additional premium at rates to be prescribed by the Company.



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GENERAL CONDITIONS –

1. *The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company.*
2. *The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.*
3. *The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.*
4.
 - a) *Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.*
 - b) *The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.*

No material alteration shall be made or admitted by the Insured where by the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5. *In the event of any occurrence, which might give rise to a claim under this Policy, the Insured shall –*
 - a) *Immediately notify the Company in writing giving an indication as to the nature and extent of loss or damage;*
 - b) *take all steps within his power to minimise the extent of the loss or damage;*
 - c) *preserve the parts affected and make them available for inspection by a representative or Surveyor deputed by the company;*
 - d) *furnish all such information and documentary evidence as the Company may require;*
 - e) *inform the police authorities in case of loss or damage due to theft or burglary.*

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

In all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. *The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those Insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.*



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7. *If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to or, if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators comprising of two Arbitrators - one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the UAE Arbitration law & procedures.*

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

8. *If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefits under this Policy shall be forfeited.*

9. *If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.*

10. *This insurance may be terminated at the request of the Insured at any time in which case the Insurers will refund appropriate premium amount subject to the following conditions -*

- i) Claims experience under the policy as on date of cancellation should be less than 60 % of reworked premium.*
- ii) 'The unexpired period is not less than 3 months or 25 % of the policy period whichever is less'.*
- iii) Testing period should not have commenced.*

This insurance may also at any time be terminated at the option of the Company by 15 days notice to that effect being given to the Insured in which case the Companies shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

SECTION I - MATERIAL DAMAGE -

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage upto an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby.

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this Policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

EXCLUSIONS TO SECTION - I

The Company, shall not, however, be liable for –

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;**
- b) loss discovered only at the time of taking an inventory;**



- c) normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsolescence or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
- d) loss or damage due to faulty design;
- e) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/ or workmanship;
- f) the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;
- g) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
- h) any damage or penalties on account of the Insured's non-fulfillment of the terms of delivery or completion under his Contract of construction or of any obligations assumed there under or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;
- i) loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or aircraft.

PROVISIONS APPLYING TO SECTION - I

Memo 1 - SUM INSURED –

It is a requirement of this Insurance that the sum of insurance stated in the schedule shall not be less than the completely erected value of the property inclusive of freights, custom duty, erection cost and the insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the policy by the Company.

If in the event of the occurrence of a loss, or damage it is found that the Sum insured representing the completely erected value of the property and/or of particular item involved is less than the amount required to be insured, then the amount recoverable by the insured under this policy shall be reduced in such proportion as the Sum Insured bears to amount required to be insured.

Memo 2 - PREMIUM ADJUSTMENT –

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of materials shall not be the subject matter of premium adjustment.

Memo 3 - REINSTATEMENT OF SUM INSURED –

In the event of loss or damage the Insurance shall notwithstanding be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay a pro-rata additional premium on the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of Insurance.

Memo 4 - BASIS OF LOSS SETTLEMENT –

In the event of any loss or damage the basis of any settlement under this Policy shall be -

- a) *in the case of damage which can be repaired the cost of repairs necessary to restore the property to their condition immediately before the occurrence of the damage less salvage, or*



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b) *in the case of a total loss - the actual value of the property immediately before the occurrence of the loss less salvage;*

however, only to the extent the cost claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages, which can be repaired, shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Memo 5 - EXTENSION OF COVER –

Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight) are not covered by this insurance unless agreed upon at an additional premium to be prescribed by the Company.

Memo 6 - CONSTRUCTION PLANT AND MACHINERY –

Loss of or damage to Construction Plant and Machinery (if covered & included in the policy) excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

Memo 7 - SURROUNDING PROPERTY –

Loss of or damage to property located on or adjacent to the site and belonging to or held in care custody or control of the Principal (s) or the Contractor(s) shall only be covered if occurring directly due to the construction of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, for Principal's surrounding specified property. This cover does not apply to construction/erection machinery, plants and equipment.

Memo 8 - MAJOR PERILS/AOG Perils –

The major peril/Acts of God claims shall mean claims arising out of –

- a) *Earthquake - Fire & Shock*
- b) *Landslide/Rockslide/Subsidence*
- c) *Flood/Inundation*
- d) *Storm/Temppest/Hurricane/Typhoon/Cyclone/Lightning or other atmospheric disturbances.*
- e) *Collapse*
- f) *Water damage for 'wet' risks i.e. contract involving works in rivers, canals, lakes or sea.*

Memo 9. REINSTATEMENT OF THE INDEMNITY LIMIT -

Reinstatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, airfreight.

Memo 10. THIRD PARTY LIABILITY -

Third party liability (TPL) cover cannot be granted during extended maintenance.

SECTION II - THIRD PARTY LIABILITY -



The company will indemnify the insured against -

- a) legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction thereon.*
- b) legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the works or premises or other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.*

Provided that the total liability of the Company during the period of Insurance under this cause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against -

- a) all costs and expenses of litigation recovered by any claimant from the Insured,*
- b) all costs and expenses incurred with the written consent of the Company.*

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply also to this Section.

EXCLUSIONS TO SECTION II -

The Company will not indemnify the Insured in respect of -

- 1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.**
- 2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;**
- 3. Liability consequent upon -**
 - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;**
 - b) Loss of or damage to property belonging to or held in care custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section - I, or an employee or workman of one of the aforesaid;**
 - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;**
 - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.**

CONDITIONS APPLYING TO SECTION II -

- 1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.*
- 2. The company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for anyone accident/ anyone period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for*



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which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

CONDITIONS OF COVER (CLAUSES WORDINGS)

72 HOURS CLAUSE:

It is agreed that any loss of or damage to the insured property arising during any one period of 72 consecutive hours, caused by earthquake, storm, tempest, flood, tidal wave or hail shall be deemed as a single event and therefore to constitute one occurrence with regards to the excess provided herein. It is understood and agreed that there shall be no overlapping in any two or more such 72 hours period in the event of damage occurring over a more extended period of time.

COVER FOR STRIKES, RIOTS & CIVIL COMMOTION:

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the special conditions herein after contained) loss of or damage to the property insured directly caused by

- 1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in item 2 of the special conditions hereof,*
- 2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,*
- 3. The wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lockout,*
- 4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act, provided that it is hereby further expressly agreed and declared that*

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following special conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,

2. The following special conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

1. This insurance shall not cover

- a) Loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,*
- b) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,*
- c) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,*
- d) Consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein,*

Special conditions

Provided nevertheless that the Insurers are not relieved under b) or c) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,*
- b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,*
- c) Any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.*

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.



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4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of the Insurers during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

AUTOMATIC REINSTATEMENT:

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

SANCTION CLAUSE: IUA 09 065

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

ESCALATION CLAUSE

Notwithstanding the limits and sums insured stated in the policy, the indemnity granted by this policy extends to indemnity up to an additional limit as specified in the schedule, should the cost of repair or replacement arising out of a recoverable loss have been increased due to an increase in the cost of material or any other reasonable factor

PROPERTY IN OFF-SITE STORAGE

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section I of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in offsite storage within the territorial limits as stated below.

The Insurers will not indemnify the Insured for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage units. Such measures include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced-in), guarded, protected against fire, as appropriate for the particular location or type of property stored;

- separating the storage units by fire-proof walls or by a distance of at least 50 meters;

- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;

- limiting the value per storage unit.

PUBLIC AUTHORITIES CLAUSE:

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

(a) The cost incurred in complying with such regulations bye-laws or stipulations

(i) In respect of Damage occurring prior to the granting of this Additional Coverage

(ii) In respect of Damage not insured by this Section

(iii) Under which notice has been served upon the Policyholder prior to the happening of the Damage

(iv) For which there is an existing requirement which has not yet been implemented

(v) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the damaged property



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(b) The additional cost that would have been required to make good the damaged property to a condition equal to its condition when new had the necessity to comply with such regulations bye-laws and stipulations not arisen

(c) The amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property by reason of compliance with any of the aforesaid Stipulations

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

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

The total amount recoverable shall not exceed the Sum Insured shown in the Specification

COVER FOR PROFESSIONAL FEES CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this Policy shall be extended to cover costs for Architects', Surveyors', Consulting Engineers' or other Professional Fees necessarily incurred for the restoration of and directly related to loss of or damage to the insured property indemnified under this Policy, but excluding any costs for preparing any claims; provided further that the Indemnity by the Insurers shall be limited to any one accident

FIRE BRIGADE CHARGES AND OTHER EXTINGUISHING EXPENSES CLAUSE

It is hereby agreed and understood that if property is destroyed or damaged by a perils insured against, this Policy shall cover

- a. fire brigade charges and other extinguishing expenses for which the Insured may be assessed.*
- b. Loss of fire extinguishing materials expended*

Subject otherwise to the terms, conditions, exclusions and warranties of this Policy.

SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that

- 1. With regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times. Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps;*
- 2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week;*
- 3. Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork. Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;*
- 4. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;*
- 5. A "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to*
 - Grinding, cutting or welding operations,*
 - Use of blow lamps and torches,*
 - Application of hot bitumen,*



Or any other heat-producing operation.

“Hot work” is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting. The area of any “hot work” is examined one hour after the work has finished;

6. Storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls. All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work;

7. A Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor’s personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times;

8. The site is fenced off and access controlled.

COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is (are) less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

CROSS LIABILITY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the third party liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

– loss of or damage to items insured or insurable under Section 1 of the Policy, even if not recoverable due to an excess or any limit,

– Fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen’s compensation and/or employers’ liability insurance.

The Insurers’ total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the schedule.

EXTENDED MAINTENANCE COVER (AS PER SCHEDULE)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended for the maintenance period specified hereunder to cover solely loss of or damage to the contract works

- caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract,*
- occurring during the maintenance period provided such loss or damage was caused on the site during the construction period before the certificate of completion for the lost or damaged section was issued.*



Maintenance Cover: as per schedule

COVER FOR EXISTING PROPERTY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this Policy shall be extended to cover loss or damage to the Property located on or adjacent to the site and being held care, custody and control by the principal(s) or the contractor(s) occurring in direct connection with the erection, construction or testing of the items insured under Section I and happening during the Period of Cover up to the limit of liability specified below. This cover does not apply to construction/erection machinery and construction/erection plant and equipment.

PRIMARY INSURANCE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions in the Policy or endorsed thereon, this Policy provides primary cover for the insured and that in the event of loss, damage or liability covered by this Policy which is also covered either in whole or in part under any other Policy or policies of insurance effected by or on behalf of any of the Insured, the Insurers will indemnify the insured as is such other Policy or policies are not in force and the Insurers waives rights of recourse if any against the Insurers of such other policy or policies of insurance, subject to confirmation that such claim or claims has (have) not been already filled by the Insurers of other Policy or policies, and Insured waives the right of claim to such other Policy or policies.

DESIGNATION OF PROPERTY CLAUSE

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

SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

SPECIAL CONDITIONS WITH RESPECT TO PILING, FOUNDATION AND RETAINING WALLS

It is agreed and understood that otherwise subject to the term, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of expenses incurred.

1. *for replacing or rectifying piles or retaining wall elements
 - a. *which have become misplaced or misaligned or jammed during their construction;*
 - b. *which are lost or abandoned or damaged during driving or extraction; or*
 - c. *which have become obstructed by jammed or damaged piling equipment or casings;**
2. *for rectifying disconnected or declutched sheet piles;*
3. *for rectifying and leakage or infiltration of material of any kind;*
4. *for filling voids or for replacing lost bentonite;*
5. *as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached*



their designed load bearing capacity;

6. *for reinstating profiles or dimensions.*

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.

DEBRIS REMOVAL CLAUSE

The Insurance under this Policy includes an amount in the aggregate as stated on the Policy Schedule under Section I in respect of the costs and expenses necessarily incurred by the Insured in demolition and/or removal of debris and/or shoring up or propping up the property including cost of disposal and/or repairing of service mains following destruction of or loss of or damage to the said property by any peril hereby insured against.

COVER FOR WARRANTY CONCERNING UNDERGROUND CABLES AND PIPES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall only indemnify the insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if prior to the commencement of works, the insured has enquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

The Indemnity shall in any case be restricted to 25% of the amount specified in the Amiri Decree or actual cost of replacement / repair whichever is lower.

EXCLUSION OF LOSS OF OR DAMAGE TO CROPS, FORESTS AND CULTURES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

WARRANTY CONCERNING CONSTRUCTION MATERIALS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood and inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 20- year floods.

DESIGNER'S RISK CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra Premium, exclusion (c) under "Special Exclusions to Section I" of the Policy shall be deleted and exclusion (d) replaced by the following wording :

The cost of replacement, or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design.

COVER FOR INLAND TRANSIT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover loss of or damage to the insured items whilst in transit anywhere in United Arab Emirates (including loading & unloading).

DESIGNATION OF PROPERTY CLAUSE

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



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
 - c) capture save or retain and/or correctly to process the data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain and/or correctly to process such data on or after any date

but this shall not exclude (other than in respect of liability and/or proceedings as stated above) claims resulting from subsequent Damage not otherwise excluded which itself results from a Defined peril as stated in relevant Sections.

DEDUCTIBLE

The company shall not be liable for the amounts stated in the relevant Schedule in respect of each and every claim as ascertained after the application of all other terms and conditions of the Section including any condition of Average. 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 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.

CORONAVIRUS AND COVID-19

Notwithstanding any provision to the contrary, this policy excludes losses

1. directly or indirectly arising from any fear or threat (whether actual or perceived) of Novel Coronavirus (2019-nCoV) or the Covid-19 Disease or any mutant variation thereof
2. directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of Novel Coronavirus (2019-nCoV) or the Covid-19 Disease or any mutant variation thereof
3. directly or indirectly caused by the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency pertaining to any outbreak of Novel Coronavirus (2019-nCoV) or Covid-19 Disease or any mutant variation thereof
4. directly or indirectly caused by any travel advisory or warning being issued by a national or international body or agency pertaining to any outbreak of Novel Coronavirus (2019-nCoV) or Covid-19 Disease or any mutant variation thereof

in respect of (ii) to (iv) any fear or threat thereof (whether actual or perceived).

If we allege that by reason of this exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured

All other terms and conditions remain unchanged



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