



TOKIO MARINE  
NICHIDO

## **PART A - POLICY WORDINGS**

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



## **FIRE & SPECIAL PERILS**

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

#### **Introduction**

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

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

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

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

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

#### **Policy Contract**

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

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

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

<b><i>Admission of Liability</i></b>	<i>No admission of Liability or negotiation or settlement of any claim shall be made without the Company's written consent</i>
<b><i>Arbitration</i></b>	<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>
<b><i>Claims – Rights of the Company</i></b>	<p><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.</i></p> <p><i>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></p>
<b><i>Discharge of liability</i></b>	<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>
<b><i>Electronic data processing media valuation</i></b>	<p><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.</i></p> <p><i>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></p>
<b><i>Information and assistance</i></b>	<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>
<b><i>Mitigation</i></b>	<p><i>Following Damage immediate action must be taken by the Policyholder to minimise such Damage and avoid interruption or interference with the Business.</i></p> <p><i>Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.</i></p>



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**Notification to the Company**

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

- 1 7 days of any Damage by malicious persons riot or civil commotion strikers locked out workers or persons taking part in labour disturbances
- 2 30 days of the expiry of the Indemnity Period in respect of a loss under the Business Interruption Section
- 3 30 days of the happening of any other Damage

or such further time as the Company may in writing allow

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.

**Notification to the Police**

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.

**Terms of settlement**

If the Company elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to expend more than the relevant sum insured.

**General Conditions**

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

**Adjustment**

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.

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.

**Applicable law**

In the absence of any written agreement to the contrary the law applicable to this contract will be United Arab Emirates law.

**Average**

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

**Cancellation**

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.

**Changes in facts**

This Policy shall be avoided with respect to any Item or Section if in regard to which after the commencement of this insurance

- 1 there is any alteration in the Premises or Business or otherwise whereby the risk of Loss or Damage is increased
- 2 there is any change of material facts



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3 *the Policyholder's interest ceases except by will or operation of law*

*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.*

**Condition precedent to liability**

*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.*

**Fraud**

*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.*

**Non-disclosure**

*This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact.*

**Non-invalidation**

*The insurance provided by this Policy shall not be prejudiced by any act or omission unknown to or beyond the control of the Policyholder whereby the risk of Damage or bodily injury is increased provided that the Policyholder immediately they become aware shall give notice in writing to the Company and pay an additional premium if required.*

**Personal representatives**

*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**

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

The following definitions shall mean:

**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



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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.

<b>Business</b>	As stated in the schedule and no other for the purpose of this Policy.
<b>Company</b>	Tokio Marine & Nichido Fire Insurance Company and/or other Insurers as stated in the schedule their indicated proportion.
<b>Computer virus</b>	a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan horses" "worms" and "time logic bombs"
<b>Damage</b>	accidental physical loss or destruction and/or damage
<b>Deductible(s)</b>	the first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible
<b>Defined perils</b>	fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons earthquake storm tempest flood escape of water from water tanks apparatus or pipes sprinkler leakage impact by any road vehicle or animals.
<b>Electronic data</b>	facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment
<b>Money</b>	cash bank and currency notes cheques (other than blank or partly completed cheques) travellers cheques bankers drafts postal orders money orders current postage and revenue stamps unexpired units in franking machines trading stamps (whether affixed to cards or otherwise) holiday with pay stamps gift tokens and bills of exchange luncheon vouchers and travel tickets travel warrants phone cards credit and charge cards all belonging to the Policyholder or for which the Policyholder has accepted responsibility.
<b>Period of Insurance</b>	The dates stated in the Schedule and shall start from one minute past midnight (00:01am) and end at midnight (00:00pm)
<b>Policy</b>	The wordings schedule and specifications that form this document
<b>Policyholder</b>	the person (s) or corporate body named in the Schedule
<b>Pollution</b>	the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon the atmosphere land (including buildings or other structures thereon) or any water course or body of water.
<b>Premises</b>	those premises stated in the Schedule
<b>Schedule/Specification(s)</b>	those parts of the Policy that detail information provided to the Company that forms the basis of this contract showing the coverage and limits selected.
<b>Section(s)</b>	the part(s) of the Policy that detail(s) the insurance cover provided.
<b>Terrorism</b>	an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.



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**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**

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The following General Exclusions shall apply to all Sections of the Policy other than where indicated under relevant headings below or where specifically provided otherwise elsewhere in the Policy.

**Date Recognition**

The Company shall not be liable under this Policy for any

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

from the failure of any computer or data processing equipment or media or microchip or integrated circuit or similar device or any computer software whether the property of the Policyholder or not to

- (a) correctly recognise any date as its true calendar date
- (b) capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

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 this Section including any condition of Average.

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

**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.

#### ***General Protection and Maintenance Conditions***

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

#### ***Automatic fire alarm***

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

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





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

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

**Electrical inspections (premises and appliances)**

*It is a condition precedent to liability that*

- 1 the electrical system at the Premises (or the Policyholder's portion of the Premises) be inspected and tested by the Civil Defense and an inspection certificate issued following such an inspection*
- 2 any work specified on such certificate to ensure that the electrical installation meets Civil Defense requirements shall be undertaken within 60 days of the issue of the certificate*
- 3 a copy of each completion and inspection certificate is retained by the Policyholder and available to the Company at the Company's request*
- 4 the electrical installation shall be further inspected and tested within the timescale recommended on the completion and inspection certificate*
- 5 all electrical appliances at the Policyholder's Premises shall be checked and inspected by a member of the Civil Defense at least once a year to ascertain their condition and safety and suitable "Tested for Electrical Safety" notice (bearing the date of such inspection) attached to all such appliances.*

**Fire Doors**

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

**Minimum security standards**  
*(applicable in respect of theft or malicious damage cover only)*

*It is a condition precedent to liability that the Policyholder must ensure that the following minimum security standards shall be provided at the Premises and shall be in full and proper operation whenever the Premises are left unattended: -*

- 1 all external doors and all internal doors allowing access into shared or common areas of the building are fitted with: -*
  - (a) a mortice deadlock or a 5 lever or 6 pinned hardened steel close shackle padlock in conjunction with a matching boxed striking plate or locking bar and staple*
  - (b) two hinge bolts to be installed at the top and bottom of any outward opening door*
- 2 all ground floor level and basement opening windows/ skylights and other opening windows or skylights accessible from roof deck or balcony areas fire escapes canopies or down pipes are fitted with key operated window locks unless such windows or skylights are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh*
- 3 any additional security measures imposed by the Company shall be fitted in accordance with the Company's requirements 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*



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

**Security and alarm requirements definitions**

**Intruder Alarm Installation:**

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

**Keyholder:**

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

*1. is available at all times to*

*(a) accept notification of faults or alarm signals relating to the Intruder Alarm Installation*

*(b) attend and allow access to the Premises*

*2. has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the Intruder Alarm Installation*

**Responsible Person:**

*shall mean a person authorised by the Policyholder to be responsible for the security of the Premises*

**Security and alarm Requirements**

*It is a condition precedent to liability that the Policyholder or other Responsible Person must ensure that all security protections in force as required by the Company shall be in full operation securing the Premises whenever the Premises are left Unoccupied unattended or closed for Business and where the Premises or part of the Premises are protected by an Intruder Alarm Installation that*

*1 such Intruder Alarm Installation*

*(a) must not be altered or amended in any way unless such alteration or amendment has been approved by the Company*

*(b) must be maintained under contract with the Company approved installers or as otherwise agreed in writing by the Company*

*2 all keys to such Intruder Alarm Installation including duplicate keys relative to the security (and to any safe or strong room within the Premises) must be removed from the Premises when the Premises are left Unoccupied unattended or closed for Business*

*3 the Policyholder must*

*(a) maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are left Unoccupied unattended or closed for Business*

*(b) change the security code whenever a Keyholder leaves their employment*

*(c) immediately notify the Company upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or withdrawn*

*(d) appoint at least two (2) Keyholders' and lodge written details (which must be kept up to date) of the Keyholders' names residential addresses and contact telephone numbers with the alarm company alarm receiving centre and police and provide such further information as they may require.*



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- 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 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 to notify the Company in advance of any impairment to the fire protection system using the Company's proper standard impairment form promptly to remedy any defect revealed by such tests.*

*Subject to the observance of the above undertaking this Policy shall not be invalidated*



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*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 5degrees 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.*

**Waste condition**

*It is a condition precedent to liability that*

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

**Additional Definitions**

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The following Additional Definitions shall apply to the whole of this Section and that wherever these words appear within this Section starting with a capital letter shall bear the same meaning throughout this section.

The following definitions shall mean:

**Computer hardware/software**

computer installations and all peripheral/ancillary equipment including laptops portable computers data and word processing equipment computerised telephone exchanges telex facsimile and/or equipment used in connection therewith including associated programs contained therein or for use therewith the property of the Policyholder or for which they are responsible situate at the Premises.



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<b>Contents</b>	machinery plant and all other contents (other than Stock and landlord's fixtures and fittings) including tenant's improvements alterations and decorations the property of the Policyholder or held by them in trust for which they are responsible situate at the Premises.
<b>Fixed glass</b>	Fixed glass in that part of the Building in the occupation of the Policyholder for which the Policyholder is responsible including reasonable costs of boarding up incurred in consequence of accidental breakage of Fixed glass.
<b>Property insured</b>	Buildings Contents Stock and other Items shown and/or described in the Schedule.
<b>Rent</b>	the amount of Rent payable by the Policyholder in respect of the lease of the Premises.
<b>Stock</b>	Stock and materials in trade including work in progress the property of the Policyholder or held by them in trust or on commission and for which they are responsible situate at the Premises.

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**Cover**

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

**Fire and other perils**

- 1 Fire (whether resulting from explosion or otherwise) not occasioned by or happening through
  - (a) its own spontaneous fermentation or heating or its undergoing any process involving the application of heat
  - (b) earthquake subterranean fire riot civil commotion
- 2 Lightning
- 3 (a) Explosion not occasioned by or happening through any of the perils specified in 1(b)
  - (i) of boilers used for domestic purposes only
  - (ii) in a building not being part of any gas works or of any gas works or of gas used for domestic purposes or used for lighting or heating the Building
- (b) Explosion but excluding:-
  - (i) Damage (other than Damage by fire resulting from explosion) occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Policyholder
  - (ii) Damage to or destruction of vessels machinery or apparatus or their contents resulting from the explosion thereof but this exclusion shall not apply if such plant is covered against explosion under an Engineering policy.
- 4 Aircraft or other aerial devices or articles dropped therefrom
- 5 Earthquake
- 6 Subterranean fire
- 7 Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons but excluding
  - (a) Damage occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority
  - (b) Damage resulting from cessation of work



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- (c) as regards Damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - (i) Damage by theft or attempted theft
  - (ii) Damage whilst the Building is not occupied and not being used for any of the Business activities of the Policyholder or any tenant
  
- 8 Storm or tempest or Flood but excluding
  - (a) Damage caused by the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake or reservoir or canal or dam
  
  - (b) Damage caused by inundation from the sea whether resulting from storm or tempest or otherwise
  
  - (c) Damage attributable solely to change in the water table level
  
  - (d) Damage by frost, subsidence, landslip or ground heave
  
  - (e) Damage to fences and gates and moveable property in the open
  
  - (f) Damage due to escape of water from water tanks apparatus or pipes
  
- 9 Escape of water from water tanks apparatus or pipes but excluding
  - (a) Damage whilst the Building is not occupied and not being used for any of the Business activities of the Policyholder or any tenant
  
  - (b) Damage by water discharged or leaking from an installation of automatic sprinklers
  
- 10 Water discharged or leaking by accident from the automatic sprinkler installation(s) in the Premises but excluding
  - (a) Damage caused by freezing whilst the Building is not occupied and not being used for any of the Business activities of the Policyholder or any tenant
  
  - (b) Damage caused by fire
  
  - (c) Damage caused by explosion (including the blowing up of Buildings or blasting) earthquake or subterranean fire
  
  - (d) Damage to the automatic sprinkler installation(s) other than that caused by water discharged or leaking by accident from the automatic sprinkler installation(s)
  
- 11 Impact by any road vehicle or by goods falling therefrom or by animals excluding Damage in respect of
  - (a) vehicles and cranes and other lifting devices
  
  - (b) property being carried at the time of the Impact
  
- 12 Subsidence ground heave or landslip but excluding



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- (a) Damage occasioned by the settlement or movement of made up ground or by coastal or river erosion
- (b) Damage occurring whilst the Premises or any part thereof is in the course of erection or undergoing demolition or structural repair
- (c) Damage to roads pavements car parks outbuildings annexes walls gates or fences unless the main structure of the Premises is damaged by the same cause at the same time

The Policyholder shall give immediate notice to the Company in the event of building demolition or excavation operations being commenced on any adjoining site. In such event the Company shall have the right to vary or cancel the cover provided under this Section against destruction or damage caused by subsidence ground heave or landslide

- (d) Damage due to defective design or workmanship or the use of defective materials
- (e) Damage due to the normal settlement or bedding down of new structures

Subject to the terms Additional Conditions and Additional Exclusions of this Section and the General Conditions limitations and Conditions of the Policy.

**Additional Exclusions**

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**This Section does not cover:**

- 1 explosives**
- 2 Fixed glass that is etched or stained or neon or other electrical light fittings signs or tubes**
- 3 vehicles licensed for road use (including any accessories) caravans trailers railway locomotives and or rolling stock watercraft or aircraft**
- 4 property in transit outside the Premises stated in the Schedule**
- 5 property or structures in the course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection**
- 6 land piers jetties wharves bridges tunnels culverts excavations or railways**
- 7 livestock and/or growing crops and/or plants and/or trees and/or landscaping**
- 8 property damaged as a result of its undergoing any process**
- 9 mobile phones and/or PDA's and/or other handheld computers**
- 10 property which at the time of the happening of such destruction or damage is insured by any marine policy or policies**
- 11 any property more specifically insured by or on behalf of the Policyholder or by any other Section(s) of this Policy**
- 12 Damage to any dynamo transformer motor wiring main or other electrical appliance directly caused by short-circuiting overrunning excessive pressure self-heating self-or leakage of electricity but this exclusion shall not apply to damage caused by fire resulting from such causes and originating outside the appliance.**

***Additional Conditions***

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***All other contents restrictions***

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

- 1 documents manuscripts business books patterns models moulds plans and designs shall be limited to the value of the materials together with the cost of rewriting or reproducing the same and not for their value to the Policyholder*



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

**Automatic reinstatement**

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

**Composite panels**

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

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

*the Policyholder must ensure that*

- (a) *in all areas of such construction*
  - (i) *a weekly inspection for damage to facing sheets or coverings and to panel joints is carried out and recorded and that any damage or defects found which may expose the combustible core are immediately repaired or the panel replaced by a panel with a non-combustible core*
  - (ii) *the sides or edges of any panel which expose the panel core are closed off with steel or other appropriate metal cappings or facings*
  - (iii) *there is no internal storage of combustible waste within three metres of the panels*
  - (iv) *there is no external storage of combustible Stock packaging pallets waste or waste skips or bins within ten metres of the panels*
  - (v) *which have hot flues or extraction ducting running through such panels non-combustible insulating collars or sleeves of a minimum thickness of four centimetres must be fitted around the flue or ducting to prevent the flue or ducting coming directly into contact with the combustible core.*

*Any gap between the collar or sleeve and panel core must be filled with material fibre or other suitable non-combustible material.*





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- (vi) *any heater flue extraction ducting for hot processes and the like in close proximity to the panels must be positioned a distance equivalent to at least three times the diameter of the flue and the like from the panel and no repairs to such panels shall be made which involves welding grinding cutting or other ignition sources*
- (vii) *all heat sources must be kept well away from such panels or panels within two metres of any heat source must be replaced by panels with non-combustible insulating materials*
- (viii) *no smoking rules apply and are in force and prominent notices are displayed to this effect*
- (b) *where work of any nature or value whatsoever is undertaken at the Premises owned by the Policyholder that involves the application of heat the Policyholder must*
  - (i) *issue the Company's hot work permit (or other such permits accepted and agreed by the Company) to any workmen or contractors undertaking the work*
  - (ii) *enforce compliance with such permit upon any workmen or contractors undertaking the work*
  - (iii) *otherwise take such precautions as may be necessary to ensure a safe working environment having regard to the risk of fire*
- (c) (i) *the electrical installation at the Premises owned by the Policyholder is inspected and tested by a member of a qualified and recognised body in accordance with local wiring regulations for electrical installations and an inspection certificate issued*
- (ii) *any work specified on such certificate to ensure the electrical installation meets necessary wiring regulations shall be carried out within thirty days of the inspection or such other period agreed in writing by the Company*
- (iii) *the electrical installation shall be further inspected and tested annually.*

***Company's liability***

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

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

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

***Contracting purchasers***

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

***Designation***

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

***Other interests***

*Where various parties are interested in the insurance by this Section the Policyholder undertakes*



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to declare the names nature and extent of the interest of any such parties at the time of Damage.

**Reinstatement**

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

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

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

**Special provisions**

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

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

- (f) All the terms and Conditions of this Section and the general terms Conditions



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*and Exclusions of this Policy shall apply*

- (i) *to any claim payable under the provisions of this Condition other than where they are expressly varied by the terms of this Condition*
- (ii) *where claims are payable as if this Condition had not been incorporated*

**Workmans clause**

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

**Additional Coverages**

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

*This Section extends to cover:*

**Architects' surveyors' engineers' legal fees**

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

**Capital additions**

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

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

*Provided that*

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

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

**Customers' goods**

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

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

**Fire extinguishing expenses**

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

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

*for an amount not exceeding AED5,000 in respect of any one occurrence.*



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***Leased and rented premises***

*Damage to leased or rented premises for which the Policyholder is responsible including landlords fixtures and fittings provided that the Company shall not be liable for such Damage if liability is assumed by the Policyholder under a tenancy or other agreement and would not have attached in the absence of such agreement.*

***Public Authorities***

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

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

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

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

***Removal of debris***

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

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

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

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

*The Company shall not pay any costs and expenses*

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



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***Temporary removal***

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

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

*This Additional Coverage does not apply to*

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

***Trace and access***

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

***Endorsements***

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*The following shall be applicable if stated in the Schedule as operative and shall be subject otherwise to the terms Additional Exclusions and Conditions of this Section and the General Exclusion limitations and Conditions of the Policy*

***Addition of theft peril***

*It is hereby understood and agreed that the following peril is added to the list of fire and other perils:-*

- 1 theft or attempted theft*
  - (a) involving entry to or exit from the Premises by forcible and violent means*
  - (b) following assault or violence or threat of assault or violence to the Policyholder or any partner director or employee of the Policyholder or members of their families or any other person lawfully on the Premises*

*but excluding*

- (i) loss or Damage involving conspiracy or collusion with the Policyholder or any partner director or employee of the Policyholder or members of their families*
- (ii) loss or Damage to money securities for money stamps deeds bonds bills of exchange jewellery precious stones/metals bullion furs curiosities works of art or rare books unless such property is specifically described as being covered in the Specification*
- (iii) loss or Damage to property in any yard open space or in any open sided or fronted Building or in any Building not on permanent foundations unless such areas are specifically described as being covered in the Specification*
- (iv) the first AED1,500 of each and every loss as ascertained after the application of the Condition of Average.*



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*The following Conditions shall apply to this Endorsement*

***Destruction or damage to Buildings***

*The cover under this Endorsement extends to include damage done to the Premises or landlord's fixtures or fittings thereto the Policyholder's own or for which they are legally responsible as tenant: provided that such damage is done during the course of any such theft or attempted theft of the Property insured.*

*The Company will pay the sum required to make good such damage for which the Policyholder is responsible.*

***Replacement of locks and keys***

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

*The liability of the Company under this theft peril shall not exceed an amount of AED 2,000,000 during any one Period of Insurance.*



## **Exclusions: -**

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### **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

LMA5393  
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 warranties only warranties appearing in the policy schedule are applicable)**

Warranties		
S. No.	Clause	Wordings
1	Gym Warranty	<ul style="list-style-type: none"> <li>• Disclaimer Notice</li> <li>• Always supervised by an Able/Qualified trained teacher</li> </ul>
2	Housekeeping Warranty	Warranted that the required degree of care, maintenance and cleanliness of premises &/or operations is maintained throughout the Policy Period.
3	No Smoking Warranty	<p>It is warranted that: -</p> <p>1 a) No smoking is allowed other than in any area specifically designated for smoking.</p> <p>1 b) Suitable receptacles are provided for the disposal of smoking materials.</p> <p>2 Prominent No Smoking Signs are displayed throughout the premises.</p>
4	Pallet / Stillage Warranty	It is warranted that all stock is stored on racks, pallets or stillage at least 10 cm above floor level.
5	Swimming Pool Warranty	<p>1. Instructions to be displayed</p> <ul style="list-style-type: none"> <li>• Take a shower before entering the swimming pool</li> <li>• Do not use glass or other sharp objects around the swimming pool</li> <li>• Do not dive in the shallow end of the swimming pool</li> <li>• For safety use life jacket only. Do not depend on inflated toys</li> <li>• Keep children at the shallow end of pool and always under supervision</li> <li>• Do not urinate in the pool</li> <li>• Learn artificial respiration and first aid. Keep first aid kit in the swimming pool area</li> <li>• All users use the pool at their own risk</li> <li>• Children can use the pool only when accompanied by parents or guardians</li> </ul> <p>2. Disclaimer Notice that the Management will not be responsible for any liabilities arising out of violation of the above instructions.</p> <p>3. Always supervised by an Able/Qualified trained coach with a minimum of one life saver when persons are in the pool</p>
6	Civil Defense Warranty	Warranted that all Civil Defense protection systems (sprinklers, fire alarms, smoke detectors, etc.) are all maintained under an Annual Maintenance Contract in compliance with Dubai Civil Defense Authority with a certified Civil Defense contractor and these fire protection systems are in force/active at all times during the currency of the cover.



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**Hazardous Goods Warranty**

*Warranted that there shall not be in the within described premises at any time during the currency of this policy, hazardous goods as specified on this list in the said premises*

1 Acetylene (Liquid & Dissolved),	36 Gases in Cylinders,	71 Potassium Sulphide,
2 Ammonia,	37 Ghee,	72 Rags (excluding clean cloth cuttings),
3 Bags and Sacks which have Contained nitrates or sugar, Oily, greasy or treacly materials,	38 Grasses of all kinds,	73 Resin,
4 Barium Sulphide	39 Gunpowder,	74 Rockets,
5 Benzolene (Benzene),	40 Gummy Bags (see Bags & Sacks)	75 Rock Oil,
6 Benzoline (Benzine),	41 Gutta Percha,	76 Rope (tarred),
7 Bi – Sulphide of Carbon,	42 Hay,	77 Sacks (see Bags & Sacks),
8 Bitumen,	43 Hemp,	78 Saltpetre,
9 Boot Polish,	44 Kerosene,	79 Shoddy,
10 Brimstone (Sulphur),	45 Lampblack,	80 Soda, Caustic (Sodium Hydroxide),
11 Calcium Carbide,	46 Lime,	81 Solvents (F.P. below 150F, Close Test),
12 Calcium Sulphide,	47 Matches of all kinds,	82 Spirits, except potable spirits packed in bottles in cases, or in jars in cases,
13 Camphene,	48 Methyl Chloride,	83 Stearine,
14 Camphor,	49 Mungo,	84 Stock of plastic items, wooden furniture, mattress and foam,
15 Candles,	50 Naptha,	85 Straw,
16 Canvas (tarred),	51 Nitric Acid,	86 Sulphuric Acid,
17 Cartridges,	52 Nitrates of all kinds,	87 Sulphur Dyes or Colours (excluding those packed in airtight metal vessels labelled with a Certificate by the Manufacturers that the Dyes (or Colours) contained at least 10 percent, of inert inorganic salts),
18 Caoutchouc,	53 Nitrites of al kinds,	88 Tallow (manufactured and un-manufactured),
19 Celluloid, Xylonite and other similar substances having a base of nitro cellulose,	54 Nitro – Glycerin,	89 Tar,
20 Charcoal,	55 Nitrocellulose	90 Turpentine,
21 Chlorate of all kinds,	56 Oils of all kinds (other than Medicinal, edible and essential oils packed in bottles, in cases or in tins in cases),	91 Varnish,
22 Chloride of Lime,	57 Paints,	92 Vegetable Fibres of all kinds,
23 Crackers of all kinds,	58 Paraffin,	93 Waste of all kinds,
24 Cinematography films, Celluloid,	59 Perchlorates of all kinds,	
25 Coir,	60 Percussion Caps,	
26 Coir Yarn,	61 Petroleum and its liquid products (see Oils),	
27 Copper Sulphide,	62 Petrol,	
28 Copra, Copra Cake, Copra Meal,	63 Phosphorus,	
29 Cordite,	64 Picric Acid,	
30 Cotton (whether in fully pressed bales or otherwise),	65 Pitch,	
31 Cotton seed (after ginning),	66 Polystyrene,	
32 Explosive of all kinds,	67 Polyurethane,	
33 Firewood,	68 Polypropylene,	
34 Fireworks,	69 Polyethylene,	
35 Fulminating Powder,	70 Potash, Caustic (Potassium Hydroxide),	

*Notwithstanding the above, the Insured is allowed to keep for private use only, the following materials in a quantity not exceeding the amounts shown hereunder:*

Oil excluding Kerosene	:	Five Gallons
Chemical Products	:	One Gallon or 4 pounds
Match Boxes	:	120 Boxes
Candles	:	10 Boxes



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

<b>Fire and Allied Perils Extension Clauses</b>		
<b>S. No.</b>	<b>Clause</b>	<b>Wordings</b>
1	30 Days Cancellation Clause	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.
2	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.
3	Additional Interest Clause	The insurer will indemnify as though they were the named Insured all parties interested in the property insured by this Policy by way of loan, lease, hire purchase or other agreement, the nature and extent of any such interest to be disclosed in the event of destruction or damage. Subject otherwise to the terms, conditions, exclusions and warranties of the policy.
4	Adjoining Building Clause	It is understood that except where specifically insured boundary walls fences gates the buildings of extensions to annexes and gangways adjoining and/or communicating with the above described buildings and small outside buildings belonging thereto are held to be insured under the respective building items of this Specification
5	Agreed Bank Clause	It is hereby declared and agreed that upon any monies becoming payable under this policy, the same shall be paid by the Company to the Bank(s) and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as agents for such other parties and that the receipts of the Bank shall be a complete discharge of the Company therefore and shall be binding on all parties insured hereunder.  Assigned Value : (Value to be entered)  It is hereby declared and agreed that a 30 days written Notice of Cancellation shall be provided to the Bank in case of cancellation of the policy



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6	All other contents Clause	<p>It is understood that the Company's liability in respect of</p> <p>1 documents manuscripts business books patterns models moulds plans and designs shall be limited to the value of the materials together with the cost of rewriting or reproducing the same and not for their value to the Policyholder</p> <p>2 directors' employees' and visitors' clothing personal effects tools and cycles (other than motor cycles) not otherwise insured shall be subject to the limit stated in the Schedule</p> <p>3 jewellery precious stones precious metals bullion furs curiosities rare books or works of art other than paintings etchings prints and the like shall be for Defined perils only and be subject to the limit as stated in the Schedule</p> <p>4 Computer equipment shall be for Defined perils only and be subject to the limit as stated in the Schedule. Further computer systems records /data shall be limited to the value of the materials together with the cost of rewriting or reproducing the same and not for their value to the Policyholder</p> <p>5 Money shall be for Defined perils only and be subject to the limit as stated in the Schedule</p> <p>6 paintings etchings prints and the like shall be subject to the limit as stated in the Schedule</p> <p>7 glass (other than fixed glass) china earthenware marble or other fragile or brittle objects shall be subject to the limit stated in the Schedule</p>
7	Alteration and Repair Works Clause	<p>It is hereby agreed and understood that this insurance shall cease to attach upon the insured or any person acting on his behalf carrying any alteration, demolition or change of the Premises described in the schedule, unless the insured prior to carrying such works obtains a written approval from the company and pays the additional premium due.</p>
8	Architects' surveyors' engineers' legal fees Clause	<p>Architects' surveyors' legal and consulting engineers' fees necessarily and reasonably incurred in the Reinstatement of the Property insured consequent upon Damage but not for preparing any claim it being understood that the amount payable for such Damage and fees shall not exceed in the aggregate the Sum Insured by each item as specified on the Schedule.</p>
9	Automatic reinstatement of Sum Insured Clause	<p>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.</p>
10	Automatic Additions/Deletions Clause	<p>Automatic additions/deletions of the premises during policy period at pro-rata premium provided declared within 30 days</p>
11	Bursting of Pipes and Overflowing of Water Apparatus	<p>Bursting of pipes and overflowing of water apparatus even when premises unoccupied</p>



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12	Capital additions Clause	<p>In respect of Buildings and Contents Items anywhere in the United Arab Emirates insofar as the same are not otherwise insured</p> <p>1 newly acquired or newly erected Buildings and Contents 2 alterations additions and improvements of Buildings and Contents</p> <p>Provided that</p> <p>(a) the liability of the Company shall not exceed limit as specified on the Schedule during any one Period of Insurance</p> <p>(b) the Policyholder undertakes to advise the Company on the last day of each quarter of all such acquisitions additions and extensions and to pay the appropriate additional premium on the amount of all increases so advised such additional premium to be calculated pro rata from the date of such addition so declared this Additional Coverage shall not include any appreciation in value in excess of the Sums Insured under the said Items.</p>
13	Claims Preparation Clause	<p>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 Specification whichever is the lesser.</p> <p>Subject otherwise to the same terms, conditions and exceptions of the policy.</p>
14	Cost Escalation Clause	<p>Notwithstanding the limits and sums insured stated in the Policy, the indemnity granted by this Policy extends to include indemnity up to an additional limit as specified in the policy schedule, should the cost of repair or replacement arising out of a recoverable loss have been increased due to an increase in cost of material or any other reasonable factor, subject to an additional premium in respect of the amount thus increased.</p>
15	Cover for Extra Charges for Airfreight	<p>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 airfreight.</p> <p>Provided always that such extra charges are incurred in connection with any loss of or damage to the Insured items recoverable under the policy.</p> <p>Provided further that the amount payable under this Endorsement in respect of airfreight shall not exceed limit specified in the Policy Schedule during the period of insurance</p>



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16	Debris Removal Clause	<p>Costs and expenses necessarily incurred by the Policyholder with the consent of the Company in</p> <ol style="list-style-type: none"> <li>1 removing debris</li> <li>2 dismantling and/or demolishing</li> <li>3 shoring up or propping</li> <li>4 boarding up</li> </ol> <p>of the portion or portions of the Property insured by this Section.</p> <p>The liability of the Company for this Additional Coverage shall be limited to and not in any way increase the relevant Item's Sum Insured provided that the amount payable relating to Stock for any such costs and expenses shall not exceed the sum insured as specified on the Schedule</p> <p>The Company shall not pay any costs and expenses</p> <ol style="list-style-type: none"> <li>1 incurred in removing debris except from the site of such Property insured destroyed or damaged and the area immediately adjacent to such site</li> <li>2 arising from Pollution of property and/or land not insured by this Section.</li> </ol>
17	Demolition Clause	<p>Demolition occasioned by the enforcement of any law or ordinance which necessitates the demolition of any portion of any facility or structure (or removal of contents thereof) which has not suffered damage by any of the perils insured against but only when some portion of such building or structure or contents thereof first suffers damage by any of said perils.</p>
18	Designation of Property	<p>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.</p>
19	Deterioration of Stocks	<p>This Policy extends to include loss of or damage to goods in refrigeration and/or temperature controlled compartments situated at the premises by deterioration or putrefaction caused by: i) Rise or fall in temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance. ii) Action of refrigerant fumes escaping from the said appliance. iii) Failure of the Public supply of Electricity and/or Gas due to any cause not following the deliberate act of the Supply Authority or the exercise by such Authority of its power to withhold or restrict supply. iv) Any other extraneous cause happening during the period of insurance referred in the Schedule, provided that:-The total liability of the Insurers shall not exceed the sum insured as specified on the Schedule.</p>
20	Electrical Clause	<p>The Insurers are expressly declared to be free from liability for loss of, or damage to, any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatsoever cause (lightning included) arising. Provided that this exemption shall only apply to the particular electrical machine, apparatus, or portion of electrical installation so affected, and not to other machine, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.</p>
21	Errors & Omissions	<p>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</p>



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22	Expediting Expenses	<p>This policy covers the reasonable and necessary extra costs of temporary repair or damage to property and the extra costs of expediting the permanent repair or replacement of such damaged property resulting from physical damage insured against by this policy. The limit under this extension is as stated in the Policy Schedule.</p> <p>In no event shall these Expediting Expenses include expenses recoverable elsewhere in this Policy or the cost of permanent repair or replacement of the damaged property</p>
23	Fire Brigade charges and other extinguishing expenses clause	<p>It is hereby agreed and understood that if property is destroyed or damaged by a perils insured against, this Policy shall cover</p> <p>a. fire brigade charges and other extinguishing expenses for which the Insured may be assessed. b. Loss of fire extinguishing materials expended</p> <p>The limit under this extension is as stated in the Policy Schedule. Subject otherwise to the terms, conditions, exclusions and warranties of this Policy.</p>
24	Floater Clause	<p>It is understood and agreed that the stock in trade and inventories mentioned in the policy schedule is subject to transfer between the insured's various premises and that whilst the declared division of Sum Insured is adequate for normal purposes, the values at any one location may be increased but the overall total Sum Insured will not be exceeded without prior reference to the company.</p>
25	Full Subsidence, Landslip or Ground Heave Clause	<p>It is hereby declared and agreed that the insurance by this Policy shall extend to include loss or damage directly caused by Subsidence, Landslip or Groundheave of the site upon which the premises stand, excluding:</p> <p>(a) loss destruction or damage due to or arising from any work of demolition, building or rebuilding, or reconstruction of the insured premises, or any adjacent or contiguous premises or installation, or from loading being placed upon the buildings. (b) Destruction or damage resulting from or attributable to any subsidence which occurred prior to the commencement of this insurance (c) Loss or damage due to any coastal erosion (d) Any claim for which compensation has been provided under any contract or legislation (e) Consequential loss of any kind or description (except where otherwise stated)</p>
26	Improvement and Betterment Clause	<p>It is a condition of this policy that the insurers accept and consider the insured, in the event of loss of damage on the position of sole and unconditional owner of the improvements and betterments made by the insured to buildings and premises insured under this policy and adjustments of losses and insurers liability hereunder shall be made and admitted accordingly irrespective of any adjustment of claim under the lessor's or building owners policies. Subject otherwise to the terms, conditions and exceptions of the policy</p>
27	Incidental Land Transit	<p>It is agreed and understood that, otherwise subject to the terms and conditions of the policy or any endorsement thereon, the policy is extended to cover loss of or damage to the property insured whilst in transit other than on waterways or air within the territorial limits specified provided that the maximum amount payable under this extension shall not exceed the limit specified in the Policy Schedule for any one conveyance.</p>



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28	Loss Minimization Clause	The Insurers hereby grant permission to the Named Insured to incur any expenditure with a view to avoiding or minimizing any loss or damage to the property insured, which loss or damage is threatened by the occurrence of an insured peril, and to carry out repairs in respect of any damage by an insured peril to the property insured which can be conveniently and advantageously undertaken by them. The Insured shall notify the Insurers thereof as soon as reasonably practicable and the Insurers will reimburse the Insured for any such expenditure for the cost of any such repairs, including overhead and reasonable profit, subject always to the Limit of Liability and deductible specified in this Policy.
29	Loss of Rent	If this Policy should expire whilst any loss, destruction or damage is in progress it is understood and agreed that subject to the other conditions of this Policy the Insurers are responsible as if the entire loss, destruction or damage had occurred prior to the expiration of this Policy provided that no part of that loss, destruction or damage may be claimed against the renewal of this Policy.
30	Minor Works Extension	This insurance shall include covers in respect of: a) Works and temporary works b) Materials to be incorporated within the works whilst at the premises as defined in the schedule therein, subject to: (i) The deductible is specified under the policy (ii) Including contractors plant, tools and equipment absolutely  Subject to the maximum value of works do not exceed the limit specified in the Policy Schedule and laid down hot works permit practice is followed
31	No Control Clause	This insurance shall not be prejudiced by any act or neglect of the owner of any building if the Assured is not the owner thereof, or by any act or neglect of any occupant (other than the Assured) of any building, when such act or neglect of the owner or occupant is not within the control of the Assured, or by failure of the Assured to comply with any warranty or conditions contained in any form or endorsement attachment to this policy with regard to any portion of the premises over which Assured has no control.
32	Nominated Loss Adjuster	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
33	Non invalidation Clause	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.
34	Other Interests	Various parties may be interested in the insurance by this Section of this Policy and the Insured undertake to declare the names, nature and extent of any interest of any such parties at the time of any loss.





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35	Pairs & Sets Clause	If any claim arises hereon fro loss or damage (consequent upon a peril covered by the policy) of or to an article constituting one of an insured pair or set, no regard shall be had to any special value as such and the amount recoverable under this policy shall be calculated as though the article had been separately insured on pro rata of the insured value of the pair or set.
36	Payment on Account	Payments on account may on application by the Policyholder and at the Company's discretion be made to the Policyholder.
37	Personal Property of Employees, Directors & Partners	The cover provided by this Section of this Policy is extended to include Loss or damage to personal property of Employees, Directors, Partners, Trustees and Committee Members of the Insured (including Personal Property of members of the above persons' families) whilst located or stored at the premises of the insured. The sum insured under this extension is sub limited to AED XXX (as specified in the schedule) per person subject to a maximum limit of AED XXX (as specified in the schedule) per location
38	Primary Insurance Clause	It is expressly understood and agreed that 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 parties comprising the insured the insurer will indemnify the insured as if such other policy or policies of insurance are not in force but the insurer reserves the right of recourse if any against the insurers of such other policy or policies of insurance.



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39	Public Authorities	<p>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</p> <p>(a) the cost incurred in complying with such regulations bye-laws or stipulations</p> <p>(i) in respect of Damage occurring prior to the granting of this Additional Coverage</p> <p>(ii) in respect of Damage not insured by this Section</p> <p>(iii) under which notice has been served upon the Policyholder prior to the happening of the Damage</p> <p>(iv) for which there is an existing requirement which has not yet been implemented</p> <p>(v) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the damaged property</p> <p>(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</p> <p>(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</p> <p>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</p> <p>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</p> <p>The limit under this extension is as stated in the Policy Schedule.</p>
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40	Reinstatement Condition Clause	<p>Reinstatement may be given at the Company's option as a basis of settlement to a claim that has occurred under this Section other than in respect of Stock directors' employees' and visitors' clothing personal effects tool and cycles. Where Reinstatement is implemented by the Company the amount payable shall be calculated in accordance with the following and shall be subject to the special provisions stated below:</p> <p>1 where Property insured is destroyed: (a) if a Building - the rebuilding of the property (b) if other property - its replacement by similar property in either case in a condition equal to or substantially the same as but not better or more extensive than its condition when new</p> <p>2 where Property insured is damaged: the repair or the restoration of the damaged portion of the property to a condition equal to or substantially the same as but not better or more extensive than its condition when new</p> <p>Special provisions</p> <p>(a) The work of Reinstatement which may be carried out upon another site and in any manner suitable to the requirements of the Policyholder subject to the liability of the Company not being thereby increased must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under this Policy if this condition had not been incorporated therein shall be made</p> <p>(b) The liability of the Company shall not exceed the Sum Insured or the limit of liability stated in the Schedule</p> <p>(c) When any Property insured suffers Damage in part only the liability of the Company shall not exceed the sum representing the cost that the Company could have been called upon to pay for Reinstatement if such Property insured had been wholly destroyed</p> <p>(d) No payment beyond the amount which would have been payable in the absence of this Condition shall be made</p> <p>(i) unless Reinstatement commences and proceeds without unreasonable delay</p> <p>(ii) until the cost of Reinstatement shall have been actually incurred</p> <p>(iii) if the Property insured at the time of its Damage is insured by any other insurance effected by or on behalf of the Policyholder which is not upon the same basis of Reinstatement</p> <p>(e) Each Item under this Condition is declared to be separately insured subject to the following Condition of Average namely: If at the time of Reinstatement the sum representing eighty-five per cent of the cost that would have been incurred in Reinstatement if the whole of the property covered by such Item had been destroyed exceeds the Sum Insured thereon shall at the commencement of any Damage be less than the value of the property covered within such Sum Insured the amount payable by the Company in respect of such Damage shall be proportionately reduced.</p> <p>(f) All the terms and Conditions of this Section and the general terms Conditions and Exclusions of this Policy shall apply</p> <p>(i) to any claim payable under the provisions of this Condition other than where they are expressly varied by the terms of this Condition</p> <p>(ii) where claims are payable as if this Condition had not been incorporated.</p>
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41	Removal of debris	<p>Costs and expenses necessarily incurred by the Policyholder with the consent of the Company in</p> <ol style="list-style-type: none"> <li>1 removing debris</li> <li>2 dismantling and/or demolishing</li> <li>3 shoring up or propping</li> <li>4 boarding up</li> </ol> <p>of the portion or portions of the Property insured by this Section.</p> <p>The liability of the Company for this Additional Coverage shall be limited to and not in any way increase the relevant Item's Sum Insured provided that the amount payable relating to Stock for any such costs and expenses shall not exceed 10% of the sum insured</p> <p>The Company shall not pay any costs and expenses</p> <ol style="list-style-type: none"> <li>1 incurred in removing debris except from the site of such Property insured destroyed or damaged and the area immediately adjacent to such site</li> <li>2 arising from Pollution of property and/or land not insured by this Section.</li> </ol>
42	Rent Payable Clause	<p>Any insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement bears to the term of Rent insured.</p>
43	Replacement of Keys	<p>The insurance by this Section extends to cover the costs incurred as a result of the necessary replacement of all locks at the Premises following theft of the keys from the Premises or from the home of any director partner or employee authorised to hold such keys provided that the Company's liability for such Additional Coverage shall not exceed AED5,000 in respect of any one Period of Insurance</p>
44	Sale of Interest Clause	<p>If at the time of loss or destruction or damage to any property insured, the Insured shall have contracted to sell his interest in such property and the purchase shall not have been but shall be thereafter completed on the completion of the purchase, the purchaser (if the property is not otherwise insured by or on his behalf against such destruction or damage) shall be entitled to the benefit of this Insurance so far as it relates to such loss destruction or damage without prejudice to the rights and liabilities of the Insured or the Company up to the date of completion.</p>
45	Smoke Damage Clause	<p>It is hereby declared and agreed that this Policy covers loss and/or damage to the Property herein insured, caused directly by Smoke resulting from actual fire on the insured premises, giving rise to a valid claim under this Policy. Subject otherwise to the terms, conditions and exceptions of the Policy</p>
46	Sprinkler Inoperative Clause	<p>The cover provided by this section of this Policy shall not be prejudiced in the event of any automatic sprinkler installation being turned off while alterations, additions, repairs, renovations, inspections, testing or the like is or are being undertaken.</p>



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47	Sprinkler Leakage Extension	<p>It is hereby understood and agreed that the insurance in respect of this Policy is extended to cover loss destruction or damage caused by the accidental leakage of water or gas from an automatic sprinkler installation</p> <p>Provided that the Company shall not be liable under this extension for loss destruction or damage resulting from leakage caused by:</p> <ul style="list-style-type: none"><li>a) repairs or alterations to buildings or premises</li><li>b) the sprinkler installation being repaired, removed or extended</li><li>c) freezing whilst the premises in the Insured's ownership and/or tenancy are empty or disused</li><li>d) the order of the government or of any municipal local or other competent authority</li><li>e) defects in construction or condition of which the Insured is aware</li></ul> <p>The limit under this extension is as stated in the Policy Schedule.</p>
48	Stock Declaration Clause	<p>In consideration of the premium by this Policy being provisional in that it is calculated on 100% of the sum insured hereby and is subject to adjustment on expiry of each period of insurance.</p> <p>The Insured agrees to declare to TOKIO MARINE &amp; NICHIDO FIRE INSURANCE CO. LTD. in writing the value of their stock (other than retail) on the following basis, namely, the value at risk on the last day of each month and to make such declaration within thirty days of the last day of each calendar month, such declaration to be signed by a responsible person authorized to sign on their behalf.</p> <p>In the event of declaration not being made within the thirty days mentioned above then the Insured shall be deemed to have declared the sum insured hereby as the value at risk.</p> <ol style="list-style-type: none"><li>1. On the expiry of each period of insurance the premium shall be calculated at the adjustment rate specified on the policy schedule on the average sum insured, namely the total of the value declared or deemed to have been declared divided by the number of declarations due to have made. If the resultant premium be greater than the provisional premium the Insured shall pay the difference; if it is less the difference shall be repaid to the Insured but such repayment shall not exceed 25% of the total 100% provisional premium.</li><li>2. The basis of value for declaration shall be the market value and any loss hereunder shall be settled on the basis of Market Value immediately anterior to the loss.</li><li>3. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.</li><li>4. Notwithstanding the occurrence of a loss it is understood that the sum insured shall be maintained at all time during the currency of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro-rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in and shall be distinct from the final adjustment of premium.</li></ol>



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		<p>5. In the event of this Policy being cancelled by the Insured during its currency (whether stocks or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured upto the date of cancellation, or 75% of the provisional premium whichever is the greater; but if the Policy is cancelled by the Insured after a loss has occurred the premium to be retained by the Company shall be the prorata proportion of the premium calculated on the average amount insured upto the date of cancellation plus the pro-rata proportion of the premium from the date of loss to expiry of the period of the insurance on the amount of the loss paid, or 75% of the provisional premium whichever is the greater.6. The maximum liability of the Company shall not exceed the sum insured hereby and premium shall not be receivable on values in excess thereof. The sum insured may, however, be increased by prior agreement with the Company in which event the new sum insured and the date from which it is effective will be recorded on the Policy by endorsement.7. If the stocks hereby insured shall at the time of loss be collectively of a greater value than the sum insured thereon, then the Insured shall be considered as being their own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, on stocks (other than retail) shall be separately subject to this condition.8. It is warranted that every Policy covering the Insured's stock on a declaration basis shall be identical in wording.This insurance is subject in all respects to the printed conditions of the Policy except in so far as they may be varied by these special conditions</p>
49	Sue and Labour Clause	<p>In case of loss or damage or imminent loss or damage hereunder, it shall be lawful and necessary for the Insured, his, its or their factors, servants and assigns to sue, labour and travel for, in and about the defense, safeguard and recovery of the insured property, or any part thereof without prejudice to this insurance, not shall the act of the Insured or the Underwriters in recovering, saving and/or preserving the insured property in case of disaster be considered a waiver or an acceptance of abandonment. The expense so insured shall be borne by the insurer subject to a maximum limit specified in the Policy Schedule.</p>
50	Temporary Removal Clause	<p>Contents whilst temporarily removed for cleaning renovation repair testing, servicing or other similar purposes anywhere within the United Arab Emirates including whilst in transit provided that the Company's liability for such Additional Coverage in respect of Damage occurring elsewhere than in the Premises shall be upto the limit specified on the policy schedule or actuals whichever is less</p> <p>Documents manuscripts business books and plans are covered whilst temporarily removed anywhere within the United Arab Emirates provided that the Company's liability for such Additional Coverage shall not exceed the limit specified on the policy schedule or actuals whichever is less</p> <p>This Additional Coverage does not apply to  1 property more specifically insured  2 motor vehicles and motor chassis licensed for normal road use  3 property held by the Policyholder in trust other than machinery and plant.</p>
51	Tenants Clause	<p>The Insurance hereby shall not be prejudiced by any act or omission unknown to or beyond the control of the Insured on the part of any tenant occupying or using the premises provided that the insured, immediately he becomes aware thereof, shall give notice to the Company and pay an additional premium if required.</p>
52	Waiver of Subrogation Clause	<p>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.</p>
53	Workmans clause	<p>Workmen are allowed on the Premises for the purpose of making structural and other alterations from time to time without prejudice to this insurance.</p>