



SME Insurance

Policy handbook Business Secure

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1 Welcome to AXA Insurance

Dear Customer,

Thank You for choosing AXA – the number one global insurance brand. With over 103 million satisfied customers around the world, more than 161,000 employees and presence in this region for 65 years, You can rest assured that You and Your business are in good hands.

This booklet tells You what is covered and what is not, as well as the terms and conditions which apply to Your policy.

This policy protects You and Your business by providing the essential insurance needed and offers You optional additional sections to cover Your specific needs.

On Receipt of Your Policy

To ensure that Your policy gives You the protection You need, We recommend You read it carefully in conjunction with the schedule, and return the schedule immediately if any details are not correct.

Not all sections are automatically covered so make sure that You refer to Your schedule as it reflects the covers You have selected. It is Your evidence of insurance and may be required in the event of a claim.

Operation of Cover

The proposal form submitted by You forms the basis of this contract. The policy, proposal form and schedule should be read together.

We will provide You with insurance according to the terms of the policy for the period specified in the schedule and any subsequent period by mutual agreement.

Keeping Us Informed

It is important that You let Us know immediately of any material changes in the information You have given us, for example, any changes in the use or nature of Your property or a significant change in the amount of business You undertake.

2 Definitions

The following words in the policy have the following meanings:

Injury

Death, bodily Injury, illness or disease of or to any person;

Except with regard to personal accident section 13 where 'Injury' means death or Injury caused solely and directly by violent external visible and accidental means.

Damage

Applicable to, section 4 – Public Liability, 17 – Product Liability, 18 – Professional Indemnity and 19 – Directors and Officers Liability;

Physical Damage to or Loss of possession or control of tangible property.

Applicable to section 1 – Business Contents, 5 – Stock, 6 – Portable Equipment, 7 – Building, 8 – Business Interruption, 9 – Money in Transit, 10 – Money in Your Premises, 12 – Customers Personal Effects, 14 – Computer Breakdown and 15 – Machinery Breakdown;

Sudden and Accidental Physical Loss or Damage to an insured property, due to a cause not otherwise excluded.

You/Your

The person or company insured, named in the schedule.

We/Us/Company/Our

AXA Insurance (Gulf) B.S.C. (c).

Occurrence

Any covered event, accident or Claim or series of covered events, accidents or Claims arising from one originating cause.

Building

Building(s) built of steel, glass, concrete, stone or brick and roofed with tiles concrete or other incombustible material including permanent fixtures, fittings, sanitary-ware, signs, shop fronts, extensions, annexes, outbuildings, walls, gates, fences and hoardings at the Premises excluding any such property separately Insured.

Employee

Any person under a contract of employment or apprenticeship with You or working with You during work experience or Youth training schemes or a person hired by You or on loan.

Business Hours

The period during which

You and Your Directors, partners or other authorised Employees are at the Premises for the purposes of Your business.

Premises

The Premises where Your trade or business is carried out as stated in the schedule.

Contents

Machinery, plant, tools, furnishings, fixtures, fittings, consumable store and all Contents including office machinery and equipment and safes.

Other than landlord's fixtures and fittings, stock and materials in trade, any machinery separately insured, promissory notes, bills of exchange and Money.

Excess/Deductible

The amount stated in the schedule to be borne by You in respect of each and every Occurrence or Claim.

Gross Profit

Gross Profit is defined as the yearly Turnover from which Variation in stock and excluded variable expenses (e.g. raw materials, consumables, Packing materials etc.) are deducted.

Variation in stock is defined as the difference between

the amounts of the opening and closing stocks, to be calculated in accordance with standard accountancy methods with due provision for depreciation.

Indemnity Period

The period beginning with the date of the destruction or Loss or Damage and ending not later than the maximum Indemnity Period (stated in the schedule) thereafter during which the results of the business are affected in consequence of the destruction or Damage.

Money

Cash (notes and coins), cheques, travellers cheques, crossed bankers drafts, postal orders, money orders, current postage stamps, sales vouchers and Contents of franking machines.

Product

Any property once it is no longer in the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, Installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

Rate of Gross Profit

The Rate of Gross Profit earned on the turnover

during the financial year immediately before the date of the Loss.

Rent

Annual Rent of the Buildings Insured.

Standard Turnover

The turnover during the period in the 12 months immediately before the date of Loss, which corresponds with the Indemnity Period.

Sum Insured

The amount shown in the schedule against the respective sections representing the maximum amount payable for any number of Claims arising out of one Occurrence.

Limit of Indemnity

The maximum We will pay for any one Occurrence or series of Occurrences arising from one originating cause.

Claim

A written notice or demand for Damages received by You or a demand for compensation or other relief from any party.

Defence Costs

The costs, fees and expenses incurred by You with Our prior consent in the investigation, defence

or settlement of any Occurrence which forms or could form the subject of indemnity by this Policy or as a result of representation at any inquest, Inquiry or other proceedings in respect of matters which have a direct relevance to any Occurrence which forms or could form the subject of indemnity by this policy.

WITH RESPECT TO SECTION 16 GOODS IN TRANSIT

Basis of Valuation

Method of assessing the Agreed Value of the Insured Cargo and upon which the Premium is calculated and assessed and Claims are payable.

Cargo

Goods identified in the Schedule.

Unless otherwise agreed in writing by Us, Cargo does not include:

Second hand or used items, containers, trailers, plants, flowers, livestock, living creatures, chilled, frozen, temperature controlled or perishable Cargo, bulk Cargo, household goods/ personal effects, mobile phones, laptops, memory chips, hard disks, software, cash, bullion, bonds,

treasury notes, securities, stamps, manuscripts, deeds, documents, lottery tickets, plans and the like, jewellery, precious stones, precious metals or articles made from them, works of art and other high value or precious goods, motor vehicles, second hand and precision machinery, tubes and pipes, hazardous goods, project Cargo, nets and fishing gear.

Conveyance

Method of transport of the Cargo insured under this policy. i.e. road transport by car, truck, lorry – excluding bicycle and motorbike unless stated otherwise in Your Schedule.

Damage

Loss due to a cause not otherwise excluded and happening during the transit.

Insurable Interest

Any legal or equitable relation to insured Cargo a person has in a Cargo in consequence of which he may benefit by the safety or due arrival of said Cargo, or may be prejudiced by its Loss or by Damage thereto, or by the detention thereof, or may incur liability in respect thereof.

The Insurable Interest in the Cargo will be assessed at the time of the Loss.

Packing

Packing materials, shipping container, crates, pallets or similar receptacles belonging to You or for which You are responsible.

Packing shall include stowage in a container or lift van when these operations are performed by You or Your Employees.

WITH RESPECT TO SECTION 19 DIRECTORS AND OFFICERS LIABILITY

Director and Officer

- a) Any person who was, or is a Director or Officer of Your company;
- b) Any Employee whilst acting in a managerial capacity with Your company or who is deemed to be performing any activity normally carried out by a Director or Officer;
- c) Any Employee in respect of an Employment Wrongful Act;
- d) In the event of the bankruptcy or death or incapacity of any natural person who falls within the ambit of Definitions above, their estate and heirs and legal representatives,

but only in respect of any Claim against such natural person otherwise covered under this insurance;

- e) Director or Officer does not mean nor include any external auditor or liquidator or administrator or receiver or administrative receiver of Your company.

Employment Wrongful Act

Any actual or alleged:

- a) Discrimination or harassment or wrongful discipline or negligent evaluation of an Employee or of a prospective Employee; or
- b) Constructive or actual wrongful discharge or dismissal or termination of employment or the wrongful demotion or the refusal to promote or the wrongful deprivation of career opportunity of an Employee or the refusal to employ a natural person as an Employee; or
- c) Retaliatory action taken against an Employee proven to have arisen from that Employee exercising or attempting to exercise his/her rights

- according to applicable law; or
- d) Employment related libel or slander or other defamation or humiliation or invasion of privacy or misleading representation or misleading advertising relating to employment;
 - e) Employment Wrongful Act does not mean any order or judgment to reinstate any Employee.

Inquiry

An official investigation, Inquiry, public examination, commission or prosecution instigated against a Director or Officer by or on behalf of any regulatory, self-regulatory, professional, statutory or official body or institution that is empowered by law to investigate the activities of Your company or a Director or Officer in such capacity.

Loss

- a) Such sums which the Directors or Officers (or Your company) are legally liable to pay as compensatory Damages for any Wrongful Act;
- b) Defence Costs.

Loss does not mean:

- a) Taxes, salaries, wages,

- benefits, remuneration, sums payable pursuant to a financial support direction or contribution notice issued by any pension authority;
- b) Damages constituting the multiplication of a lesser Damages sum;
- c) Any amount deemed uninsurable under law;
- d) The expenses of any Directors or Officers or Your company;
- e) Any compensation payable in respect of statutory or contractual notice periods or costs incurred in any employment-related education programme or any liability or costs incurred in the modification of any Building with the objective of making it more accessible or more accommodating to any disabled person;
- f) Any liabilities or Damages awarded as, or part of, a United States Claim;
- g) Fines or penalties.

United States Claim

Any:

- a) Claim brought in the jurisdiction and courts

- of the United States of America; or
- b) Actual or attempted enforcement or upholding against the Directors or Officers or the Company by any court or arbitrator or tribunal outside the United States of America of any Damages or compensatory or monetary awards or judgements or orders or settlements or costs or expenses made within the United States of America; or
- c) Claim brought as a consequence of the operations of any outside company in the United States of America.

Wrongful Act

Any actual or alleged error, misstatement, misleading statement, omission, neglect, libel, slander, breach of duty, breach of trust or breach of warranty of authority by the Directors or Officers in the discharge of their duties as Directors or Officers or any matter claimed against them solely by reason of their being Directors or Officers of Your company.

Wrongful Act also means Employment Wrongful Act.

3 Standard Coverage

SECTION 1 - BUSINESS CONTENTS

What We Cover

In the event of a Claim for Damage to the Contents, the amount payable will be the cost of reinstatement at the time of the Loss, without deduction for wear and tear or depreciation, to a condition substantially the same but not better than its condition when new.

You are covered for Loss or Damage to:

Contents in Your Business Premises

Machinery, plant, tools, furnishings, fixtures, fittings, consumable store and all Contents including office machinery and equipment and safes but excluding landlord's fixtures and fittings, stock and materials in trade, any machinery separately Insured, Money, promissory notes and bills of exchange.

Glass

Damage caused by accidental external means to all fixed internal and external glass, mirrors, neon signboards and sanitaryware owned by You or for which You are responsible.

The maximum Loss

payable under this benefit is restricted to 5% of the Contents Sum Insured.

Locks

The cost of replacing the locks following the theft of keys of external doors of the Premises.

The maximum amount payable under this benefit is AED/QAR 2,500 or OMR 250.

Samples

Stock of samples not intended for sale.

The maximum amount payable under this benefit is 5% of the Contents Sum Insured in the Premises.

Expediting Expense

We will reimburse You for Expenses You have necessarily and reasonably incurred for the purpose of reducing Damage to the Contents. The maximum amount payable under this benefit is 5% of the Contents Sum Insured in the Premises.

Capital Additions

Any newly acquired Contents within the Premises. The maximum amount payable under this benefit is 10% in addition to the Contents Sum Insured in the Premises.

Computer Systems Records

We will cover You for the value of the materials together with the cost of clerical for the value of the materials together with the cost of clerical labour and computer time in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein, for an amount not exceeding AED/QAR 2,500 or OMR 250.

Patterns, Models, Moulds, Plans and Designs

We will cover You for an amount not exceeding AED/QAR 2,500 or OMR 250 in respect of any one pattern, model, mould, plan, design or set of same.

Plans and Documents

We will cover You for the cost of re-writing or re-creating plans, drawings, calculations or any other contract documents or data lost or damaged but not for the value of the information contained therein for an amount not exceeding 5% of the Contents Sum Insured.

Personal Effects and Bicycles

Employees personal effects including bicycles for an amount not exceeding AED/QAR 1,000 or OMR 100 in respect of any one Employee.

Debris Removal

Costs and expenses necessarily, reasonably and actually incurred by You to remove debris following accidental Loss or Damage. The maximum Loss payable under this benefit is 5% of the Contents Sum Insured.

What We do not Cover:

1. Portable equipment, stock and documents.
2. The first AED/QAR 500 or OMR 50 of any amount payable in respect of each and every Claim.
3. Loss or Damage arising from fraud or dishonesty of Your Employees.
4. Consequential Loss or Damage of any kind.
5. Loss or Damage to Money, gold and silver articles, jewellery, furs, works of art and paintings, china, glass objects and porcelain earthenware.
6. Electrical or mechanical breakdown or

derangement of machinery or equipment unless Damage by a cause not excluded in the policy ensues and then the policy will be liable only for such ensuing Damage.

7. Any disfiguration or Damage to glass panes other than fracture extending through the entire thickness of the glass.
8. Destruction or Damage by rain except rain entering the Building through openings made in its foundation by the direct force of storm or tempest.
9. Destruction or Damage occurring when the business Premises have been left unoccupied for more than 30 days consecutively.
10. Damage occurring as a result of inability of gutters, pipes, down pipes and apparatus to convey rain, water off and out of the Building.

SECTION 2 - WORKERS' COMPENSATION

What We Cover

We will cover You for amounts You become obliged to pay Employees

arising from Injury or sickness resulting from their employment with You according to Labour Law of the country specified in the Schedule and subject to the terms exceptions and conditions of this policy including:

Medical Expenses

This section is extended to reimburse You for actual medical expenses incurred arising out of accidental Injury at work up to the amount shown in the schedule.

Repatriation Expenses

This section is extended to cover expenses incurred by You for the repatriation of the body of the deceased, seriously injured or occupationally ill Employee on the advice of a competent medical authority in consequence of any event covered by this policy and subject to the limit specified in the schedule.

Defence Costs

We will pay costs and expenses incurred with Our prior written consent in the defence of any claim.

What We do not Cover: Claims:

1. Made by Employees of contractors You have employed.
2. Made by any Employee who is not a 'workman' within the meaning of the labour law(s).
3. For liability assumed under any contract or agreement where such liability would not have arisen in the absence of such agreement.
4. For any Sum which You would have been entitled to recover from any party but for an agreement between You and such party.
5. For any bodily Injury sustained outside the geographical area stated in the schedule.
6. For medical expenses incurred in excess of the limit stated in the schedule.
7. For expenses in excess of the limit stated in the schedule incurred in the transport or repatriation of any Employee the subject of a valid Claim hereunder, including the transport of the body or ashes in the event of the death of any Employee.

8. For sickness and/or disease other than occupational disease as may be specified under the law(s).

SECTION 3 - EMPLOYER'S LIABILITY

What We Cover

You are covered for all sums You become legally obliged to pay according to the Law of the country specified in the Schedule including Defence Costs and expenses, as a result of Injury to Your Employees arising out of and in the course of their employment by You.

What We do not Cover: Liability arising from:

1. Injury to Employees of contractors engaged by You.
2. Injury to any person who is not under a contract of service or apprenticeship with You.
3. Anything assumed by You under contract or agreement other than liability which would have attached in the absence of such an agreement.
4. Your failure to procure any workers compensation, social insurance or any other compulsory insurance.

SECTION 4 - PUBLIC LIABILITY

What We Cover

You are covered for all sums You become legally obliged to pay according to the Law of the country specified in the Schedule (including Defence Costs and expenses with Our prior consent) as a result of Injury or Damage to third parties arising out of Your business occurring during the period of insurance, including:

Tenants Liability

You are covered for Your legal liability for Damage to Your landlord's Premises and/or Contents to a maximum of 5% of the Limit of Indemnity.

Overseas Commercial Visits

We shall cover Your legal liability arising from occasional visits outside the territorial scope specified in the schedule by You or any of Your Employees in connection with Your business.

Food and Drink Cover

The policy covers Your liability caused by or arising out of food and drink sold or supplied by You at or from the Premises.

First Aid Cover

We will indemnify You and Your Employees for Your liability in respect of the provision of emergency medical or first aid treatment.

What We do not Cover:

Liability arising out of:

1. The ownership, possession or use of any mechanically propelled vehicle or trailer by You or on Your behalf other than liability:
 - a) Caused by the use of any tool or plant forming part of or attached to;
 - b) Used in connection with any motor vehicle or trailer road;
 - c) Caused by the loading or unloading of any motor vehicle or trailer;
 - d) Arising out of any motor vehicle or trailer temporarily in Your custody

or control for the purpose of parking provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility.

2. The ownership possession or use by You or on Your behalf of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length);
3. Damage to property owned, leased or hired by or on loan to You or otherwise in Your care, custody or control including equipment and machinery other than:
 - a) Premises temporarily occupied by the Insured for work therein but no indemnity is granted for Damage to that part of the property on which the assured is working and which arises out of such work;

- b) Personal possessions and personal effects belonging to Your Employees and visitors up to AED/QAR 25,000 or OMR 2,500 each and every Claim.
4. Pollution for:
 - a) Injury or Damage or Loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided that this exclusion shall not apply to liability for Injury or Damage or Loss of use of property where such seepage, pollution or contamination was caused by a sudden, unintended and unexpected event during the period of insurance.
 - b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination was caused by a sudden, unintended and unexpected event during the period of insurance.

5. Any act, error or omission committed by You or Your Employees arising out of the execution of a professional duty, including but not limited to any medical or therapeutic treatment or advice administered or given by You or any person acting on Your behalf for a fee.
6. The first AED/QAR 2,500 or OMR 250 of any amount payable in respect of each and every Claim for property

4 Optional Covers

The following sections are optional and are not covered unless selected by You and specified in the policy schedule.

SECTION 5 - STOCK

What We Cover

In the event of a Claim for Damage to stock, the amount payable will be the cost of replacement subject to a deduction for betterment, depreciation, wear and tear, slow moving, obsolete, unfashionable or unsaleable stocks in accordance with international accounting standards.

You are covered for Damage to stock and materials in trade including raw materials, work in progress and finished goods whilst contained at the Premises, excluding any stock separately Insured, including:

Seasonal Increase

Seasonal Increase in Your stock Sum Insured. The maximum Loss payable under this benefit is restricted to 10% of the stock Sum Insured in the Premises.

Debris Removal

Costs and expenses necessarily, reasonably and

actually incurred by You to remove debris following a Damage. The maximum Loss payable under this benefit is 5% of the Sum Insured.

What We do not Cover:

1. Contents, portable equipment and documents.
2. The first AED/QAR 500 or OMR 50 of any amount payable in respect of each and every Claim.
3. Loss or Damage arising from fraud or dishonesty of Your Employees.
4. Consequential Loss or Damage of any kind.
5. Loss or Damage to Money, gold and silver articles, jewellery, furs, works of art and paintings, china, glass objects and porcelain earthenware.
6. Electrical or mechanical breakdown or derangement of machinery or equipment unless Damage by a cause not excluded in the policy ensues and then the policy will be liable only for such ensuing Damage.
7. Any disfiguration or Damage to glass panes

other than fracture extending through the entire thickness of the glass.

8. Destruction or Damage by rain except rain entering the Building.
9. Destruction or Damage by rain except rain entering through openings made in its foundation by the direct force of storm or tempest.
10. Damage occurring when the business Premises have been left unoccupied for more than 30 days consecutively.
11. Damage occurring as a result of inability of gutters, pipes, down pipes and apparatus to convey rain water off and out of the Building.
12. Loss or Damage to stock stored in warehouse or any outside storage area away from the business Premises.

SECTION 6 - PORTABLE EQUIPMENT

What We Cover

You are covered for Damage to portable and/or mobile business equipment including laptop, notebook

or tablet computers, mobile phones and cameras used anywhere and caused by any accidental external means including theft involving force or violence. Territorial limits are worldwide for the purpose of travel:

1. Warranted that the laptops shall always be carried as hand baggage whilst in transit.
2. Warranted that all theft Losses shall be reported to the concerned authority within 24 hours and a report obtained.

What We do not Cover:

1. Theft from unattended vehicle unless from locked boot or locked glove compartment.
2. The Company shall not be liable for the deductible of AED/QAR 750 or OMR 75 for each and every Loss.

SECTION 7 - BUILDING

What We Cover

You are covered for Damage to Your Building and any extensions to Your Building including permanent fixtures, fittings, sanitary ware, signs, shop fronts, annexes, outbuildings, walls,

gates, fences and hoardings at the Premises, including:

Debris Removal

Costs and expenses necessarily, reasonably and actually incurred by You to remove debris following a Damage.

The maximum Loss payable under this benefit is 5% of the Building Sum Insured.

Architects and Other Fees

Architects, surveyors, legal and consulting engineers fees necessarily incurred in the reinstatement of the Building following a Damage but not for preparing any Claim.

The maximum amount payable under this benefit is 5% of the Building Sum Insured.

Public Authorities Clause

We will pay the additional cost of reinstating the Damaged Building incurred to comply with Building or other regulations under any act, law or decree of the country or any local authority.

Maximum Loss payable under this benefit is restricted to 5% of the Building Sum Insured.

Reinstatement Condition

If the property Insured under this policy (other than stock-in-trade or merchandise) is Damaged, the amount payable is the cost of the reinstatement of the property destroyed or Damaged to a condition substantially the same as but not better or more extensive than its condition when new.

However, if the Sum Insured You have chosen is less than 85% of the cost of reinstatement, then We will pay only in the same proportion as the Sum Insured bears to the cost of reinstatement.

Warranted that You comply with all provisions requirements and regulations of the civil defense department and any other statutory obligations.*

*Please refer to the regulations of the civil defence department of the country that Your business is located in (UAE, Qatar, Bahrain or Oman).

What We do not Cover

1. The first AED/QAR 1,000 or OMR 100 of any amount payable in respect of each and every Claim.

2. Subsidence or landslip (whether or not such destruction is caused by or attributed to any Insured peril other than earthquake).
3. Destruction or Damage by rain except rain entering the Building through openings made in its foundation by the direct force of storm or tempest.
4. Destruction or Damage occurring when the business Premises has been left unoccupied for more than 30 days consecutively.
5. Damage occurring as a result of inability of gutters, pipes, down pipes and apparatus to convey rain water off and out of the Building.
6. Property in the course of construction or erection.

SECTION 8 - BUSINESS INTERRUPTION

What We Cover

If the Insured Property covered under – ‘Section 1 – Business Contents’ – or – ‘Section 5 – Stock’ – or – ‘Section 7 – Building’ – is Damaged and Your business is interrupted or interfered with as a consequence, then We will pay You:

For Offices:

1. Additional expenditure reasonably incurred by You for the purpose of avoiding or diminishing an interruption or interference with Your business in consequence of Damage to Your property.
2. Additional expenditure necessarily and reasonably incurred for alternative accommodation during the Indemnity Period.

For Retail and Industrial Businesses, Your Loss of Gross Profit due to:

1. A reduction in Your turnover which is defined as the Sum produced by applying the Rate of Gross Profit to the amount by which the turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
2. Your Increase in cost of working which is defined as the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover –, But not exceeding the Sum

produced by applying the Rate of Gross Profit to the amount of reduction thereby avoided, including:

Denial of Access

If Your business is interrupted or interfered with as a consequence of Damage to any property within a 500 metre radius of Your Premises, then that Loss or Damage shall be deemed as if it were Damage to Your property for the purposes of this section of cover.

Limit: 10% of the Sum Insured any one Claim.

Failure of Public Utilities

If Your business is interrupted or interfered with as a consequence of the failure of the supply of electricity, or water due to Damage to property at the Premises of the Public electricity or water provider, such Loss or Damage shall be deemed to be Loss resulting from Damage to the Insured property.

Limit: 10% of the Sum Insured any one Claim.

Adequacy of Sum Insured

If at the time of any Damage the Sum Insured is less than

the Gross Profit or gross fees estimated to have been earned during the twelve months following the Damage had the Damage not occurred, the amount payable shall be proportionately reduced.

What We do not Cover

1. Time excess – Loss of Gross Profit or additional expenditure incurred during the first 72 hours of the happening of each and every Claim.
2. Consequential Loss or business interruption arising out of any Damage not covered under Section 1 - Business Contents, Section 5 – Stock and Section 7 Building (if Insured).

SECTION 9 - MONEY IN TRANSIT

What We Cover

You are covered for Loss of Your business Money whilst in transit within the territorial limits stated in the schedule whilst in Your custody or the custody of Your authorised Employees including:

Personal Accident Robbery Assault

Death or permanent total disablement of You or Your Employees following bodily Injury caused by accidental violent external and visible means as a result of robbery or hold-up or any attempt thereat happened in transit.

Maximum compensation under this benefit per person is:

- Death — AED/QAR 25,000 or OMR 2,500.
- Permanent Total Disablement — AED/QAR 25,000 or OMR 2,500.

Subject to an aggregate limit of AED/QAR 100,000 or OMR 10,000 any one Occurrence.

Conditions

Record of Money insured

A complete record shall be kept of Money in transit and such record shall be kept separately from the Money.

What We do not Cover

1. Loss arising from fraud or dishonesty of the Employees.
2. Loss arising from mysterious or unexplained circumstances.

3. Shortages due to error or omission.
4. Depreciation in value.
5. Money in transit by post.
6. Consequential Loss of any nature.
7. Theft from unattended vehicle unless from locked boot or locked glove compartment.

SECTION 10 - MONEY IN YOUR PREMISES

What We Cover

You are covered for Loss of Your business Money whilst at Your Business Premises in either of the following situations:

- Outside a safe or strong room during Business Hours only.
- In a locked safe or strong room during or after Business Hours.

Including:

Money in Your Dwelling

Accidental Loss of business Money whilst kept in the private dwelling of a principal, partner, Director or an authorised Employee outside the Business Hours including the Loss in transit between the business Premises and the private dwelling.

Maximum Loss payable under this benefit is AED/QAR 2,500 or OMR 250.

Personal Accident Robbery Assault

Death or permanent total disablement of You or Your Employees following bodily Injury caused by accidental violent external and visible means as a result of robbery or hold-up or any attempt thereat happened at the Premises.

Maximum compensation under this benefit per person is:

- Death - AED/QAR 25,000 or OMR 2,500.
- Permanent Total Disablement - AED/QAR 25,000 or OMR 2,500.

Subject to an aggregate limit of AED/QAR 100,000 or OMR 10,000 for any one Occurrence.

Safe

Damage to the safe(s) as a result of theft or any attempted theft.

Maximum Loss payable under this benefit is AED/QAR 2,500 or OMR 250.

Conditions

Record of Money Insured.

A complete record shall

be kept of Money on the Premises or in a private dwelling and such record shall be kept separately from the Money.

Keys

- a) In the case of unoccupied Premises the key of the safe or strong room shall not be left on the Premises after Business Hours.
- b) In the case of occupied Premises the keys of the safe or strong room shall not be left in or about that particular portion of the Premises in which the safe or strong room is situated.

What We do not Cover

1. Loss arising from fraud or dishonesty of the Employees.
2. Loss arising from mysterious or unexplained circumstances.
3. Shortages due to error or omission.
4. Depreciation in value.
5. Consequential Loss of any nature.
6. Theft from unattended vehicle unless from locked boot or locked glove compartment.

SECTION 11 - FIDELITY GUARANTEE

What We Cover

You are covered against Loss of Money or goods belonging to or legally held by You, caused by any act of fraud or dishonesty committed by Your Employees with clear intention of personal gains, during the period of insurance within the territorial limits stated in the schedule.

Provided that the Loss is discovered not later than six months either from the date the Employee ceases to be in Your employment or cancellation, termination or expiry of this section or the whole policy.

Auditors Fee

Auditors' fee incurred with Our written consent for a special audit required to substantiate the amount of any Claim which is paid under this section.

Maximum Loss payable under this benefit is restricted to 5% of the Claim amount.

Conditions

1. **Systems of Check**
Coverage under this section shall be voided if the precautions and

checks stated by You in the proposal and any supplementary declaration or statement are not operated and maintained.

2. **Maximum Number of Employees**

This section shall be inoperative if the number of Employees engaged by You at any one time exceeds 50.

3. **Further Acts**

Immediately following discovery by You or any other person responsible for supervising the Employee, of any act of fraud or dishonesty this insurance shall cease in respect of all further acts of fraud or dishonesty by such Employee.

4. **Recoveries**

Any Money of the Employee held by You or any Money or assets which but for the acts of fraud or dishonesty would have been due to the Employee shall be deducted from the Claim amount.

In the event that Your Loss exceeds the Sum Insured, any subsequent recovery shall be shared

between You and Us in the same proportion.

What We do not Cover

1. The first AED/QAR 2,500 or OMR 250 of any amount payable in respect of each Occurrence.
2. Unexplained shortages of Money or goods which cannot be attributed to an Employee or E-employees acting in collusion.
3. Consequential Loss or indirect Loss of any kind.
4. Loss of interest or Loss due to variation in the currency exchange rates.
5. Any Loss resulting directly or indirectly from trading activities.
6. Any Loss resulting from fraud or dishonest acts (wholly or partially) committed by Directors and owners.
7. Loss arising out of or in connection with the use, misuse, transmission or manipulation of computer data including software.

SECTION 12 - CUSTOMERS' PERSONAL EFFECTS

What We Cover

You are covered for Damage to clothing and personal effects of Your customers whilst at the Premises caused by any accidental external means including theft due to forcible and violent entry.

What We do not Cover

1. Consequential Loss or Damage of any kind.
2. Loss or Damage to Money, gold and silver articles, jewellery, furs, works of art and paintings, china, glass objects and porcelain earthenware.

SECTION 13 - PERSONAL ACCIDENT

What We Cover

Should You or any Employee listed in the schedule (an insured person) sustain Injury resulting in death, permanent total disablement or permanent partial disablement, then You are entitled to the benefits stated below:

Schedule of Benefits	% of Sum Insured
Death occurring within 12 months of the bodily Injury	100%
Permanent total disablement entirely preventing the Insured person from following any occupation	100%
Permanent partial disablement occurring within 12 months of the bodily Injury:	
Loss of both hands	100%
Loss of both feet	100%
Loss of sight in both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand or one foot and Loss of sight in one eye	100%
Complete and incurable insanity	100%
Complete and incurable paralysis	100%
Loss of right arm or hand*	60%
Loss of left arm or hand*	50%
Loss of one leg or one foot	50%
Loss of sight in one eye	50%
Loss of hearing in both ears	40%
Loss of thumb of right hand*	20%
Loss of thumb of left hand*	15%
Loss of index finger of right hand*	15%
Loss of index finger of left hand*	10%
Loss of hearing in one ears	10%
Loss of any other finger on right hand*	6%
Loss of any other finger on left hand	5%
Loss of big toe	5%
Loss of any other toe	3%

*If it is medically stated that the Insured person is left handed, the compensation percentage specified above will be inverted.

Where the Injury is not specified, We will adopt a percentage of disablement which, in Our opinion, is consistent with the provisions of the above scale.

Cover includes

Medical Expenses

Medical expenses You have incurred following the authorisation of a qualified medical practitioner in connection with the Injury sustained.

The maximum amount payable under this benefit is restricted to AED/QAR 5,000 or OMR 500 per person per annum.

Repatriation Expenses

Expenses You have necessarily and reasonably incurred for funeral arrangements or transporting the Insured Person back to his/her country of residence in the event of death or permanent total disablement for which the compensation has been paid or admitted.

The maximum amount We will pay You under this benefit is restricted to AED/QAR 5,000 or OMR 500.

Conditions

1. **Payment of Benefit**
If any one accident

results in more than one of the above benefits becoming payable, the maximum We will pay is 100% of the policy benefit.

After a Claim has been paid under any one of the benefits, no further liability shall attach to Us in respect of that person during the current period of insurance.

2. **Accumulation Clause**

In the event that more than one Insured person travels in the same aircraft or vehicle at the same time, Our total liability in respect of an accident involving any one Conveyance shall not exceed the Conveyance limit shown in the schedule regardless of the number of Insured persons carried.

What We do not Cover

1. **Bodily Injury sustained whilst engaged in hazardous pursuits such as:**
 - **Racing other than on foot, paragliding, skydiving, scuba diving, jet skiing and bungee jumping.**
2. **Alcohol or drugs taken by the Insured person other than drugs taken under medical supervision but not for the treatment of drug addiction.**
3. **Suicide or attempted suicide intentional self Injury or sickness.**
4. **Pregnancy, childbirth, miscarriage or abortion.**
5. **Any physical defect, infirmity, medical condition, chronic or recurring sickness which existed at or before the commencement of this policy unless it has been declared to and accepted by the company.**
6. **Venereal or any other sexually transmitted diseases.**
7. **Human immune-deficiency virus) and/or any HIV related illness including AIDS (acquired immune deficiency syndrome) and/or**

- **Mountaineering where ropes or guides are normally used.**

- **Winter sports.**

- **Hot air ballooning and the like.**

any mutant derivative or variations thereof however caused.

8. Any consequence of aviation except when the Insured person is travelling solely as a passenger.

SECTION 14 - COMPUTER BREAKDOWN

What We Cover

You are covered against sudden and unforeseen breakdown of the computer/Electronic Data Processing (EDP) system, which directly causes the deterioration or destruction of computer equipment necessitating repair or replacement resulting from:

- Careless, incompetent or negligent act of Employees or third parties.
- Structural defects, material defects or defects of design or assembly.
- Fortuitous working accidents such as vibration, maladjustment, loosening of parts and abnormal stresses.
- Electrical or mechanical breakdown or derangement including:

External Data Media – (EDP) Systems Cover

In the event of a valid Claim for Damage to computer data processing equipment Insured under this section of the policy, this additional cover will pay for Loss or Damage to the external data media and the information stored thereon, provided that the data stored can be directly processed in the (EDP) systems.

Maximum Loss payable under this benefit is restricted to 10% of the Sum Insured subject to a maximum of AED/QAR 50,000 or OMR 5,000.

Increased Cost of Working – (EDP) Systems

In the event of a valid Claim for Damage to computer data processing equipment Insured under this section of the policy and which gives rise to a total or partial interruption of the operation of the (EDP) equipment, this insurance covers.

1. The additional expenditure necessarily and reasonably incurred during the Indemnity Period for the use of substitute computer equipment to prevent or minimise

the interruption of or interference with the business.

2. Personal expenses and costs of transportation of materials following a valid Claim.

Maximum Loss payable under this benefit is restricted to 10% of the Sum Insured subject to a maximum of AED/QAR 50,000 or OMR 5,000 subject to:

- A maximum Indemnity Period of six months.
- Time excess of the first 72 hours.

Conditions

1. Reasonable precautions

You must perform all acts necessary to comply with any statutory obligations and manufacturer's recommendations and take all reasonable steps to ensure that the Computer/(EDP) system is properly maintained.

2. Sum Insured

The Sum Insured should represent the cost of replacement of the Insured Computer/(EDP) systems by new Computer/(EDP) systems of the same

kind and capacity including costs relating to freight, dues, customs duties and cost of erection thereof. If the Sum Insured chosen by You is less than the amount specified above, We shall pay only in such proportion as the Sum Insured bears to the amount required to be Insured. Each item if more than one shall be subject to this condition separately.

3. Access

We or Our representative will have the right at all reasonable times to have access to the Computer/(EDP) systems.

What We do not Cover

1. The first AED/QAR 750 or OMR 75 of any amount payable in respect of each and every Claim.
2. Loss or Damage to objects made of glass, belts, ropes, wires and batteries.
3. Leakage of any valves, fittings, seals, gaskets, gland Packing, joints and connections.
4. Loss or Damage caused by the intentional act or willful neglect,

intentional overloading, experiments involving the imposition of any abnormal conditions on the computer/edp system.

5. Any Loss or Damage caused by any faults or defects existing at the time of commencement of this cover.
6. Any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media from Loss of information caused by magnetic fields.
7. Loss or Damage caused by, or arising out of, any peril Insured under Section 1 of the standard cover of the policy.
8. Loss or Damage to any Computers/EDP system.
 - If such item is kept in operation after any Loss or Damage without being repaired to Our satisfaction, or;
 - If temporary repairs are carried out without Our consent.

SECTION 15 - MACHINERY BREAKDOWN

What We Cover

You are covered for Damage to machinery (listed in the schedule) whilst at Your Premises at work or at rest, being dismantled for the purpose of cleaning or overhauling, which necessitates immediate repair or replacement, from causes such as:

- Defects in casting and material.
- Faulty design, faults at workshop or in erection.
- Bad workmanship, lack of skill, and carelessness.
- Shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, and short circuit.
- Or from any other cause not specifically excluded whilst on the Premises.

Conditions

1. The Sum Insured should represent the cost of replacement of the insured machinery by new machinery of the same kind and capacity including costs relating to freight, dues, customs

duties and cost of erection thereof. If the Sum Insured chosen by You is less than the amount specified above, We shall pay only in such proportion as the Sum Insured bears to the amount required to be Insured. Each item if more than one shall be subject to this condition separately.

2. In cases where Damage can be repaired, We shall pay expenses necessarily incurred to restore the Damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred including the cost of materials and wages.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs equals or exceeds the actual value of the machinery Insured immediately before the Occurrence of the Damage, the item shall be regarded as destroyed and settlement shall be

made on the basis provided for below.

If an Insured item is destroyed, We shall pay the actual value of the item immediately before the Occurrence of the Loss. Such actual value to be calculated by deducting proper depreciation from the replacement value of the item less any salvage value.

What We do not Cover

1. The first AED/QAR 2,500 or OMR 250 of any amount payable in respect of each and every Claim.
2. Loss or Damage to dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high Rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, and catalysts.
3. Loss or Damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition,

aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat.

4. Collapse of Buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, storm, hurricane, cyclone, volcanic eruption or similar natural catastrophes.
5. Loss or Damage for which a supplier, contractor or repairer is responsible either by law or under contract.
6. Loss or Damage caused by any pre-existing faults or defects.
7. Consequential Loss or liability of any kind or description, any payments over and above the indemnity for material Damage as provided herein.

SECTION 16 - GOODS IN TRANSIT

What We Cover

You are covered for all risks of Loss of or Damage to the Cargo in which You have an Insurable Interest whilst in transit by road within the territorial limits stated in Your policy schedule.

- The Cargo is covered whilst carried by vehicles owned or hired by You.
- Your cover will attach from the time the Cargo is first moved for the commencement of the transit, continues during the ordinary course of transit and will terminate either upon:
 - i) Delivery to the consignees at the final destination; or
 - ii) Delivery to any other warehouse or place of storage, which You elect to use either for storage (other than in the ordinary course of transit), for allocation or distribution whichever occurs first.
- The loading and unloading operations and incidental storage (storage in the ordinary course of transit) are included within the scope of cover subject to the above paragraph (b). Installation of Cargo is excluded from the scope of this section.
- The maximum Sum Insured provided under this section is AED/QAR

100,000 or OMR 10,000 or the amount stated in Your policy schedule – whichever is the highest.

We also Cover

- a) Debris Removal — We will pay for the costs and expenses reasonably incurred for:
 - i) The removal of debris and site clearance of the Cargo carried from the immediate area where the Damage occurred and
 - ii) Re-loading the Cargo for continuation of the transit.

The maximum amount payable under this extension is AED/QAR 5,000 or OMR 500 any one accident and in the annual aggregate.

- b) Ancillary property: We will pay for the Damage to tarpaulins, ropes, sheets, chains, webbing straps, curtain skips and trolleys subject to the terms and condition of the policy.

The maximum amount payable under this extension is AED/QAR 2,500 or OMR 250 any one accident and in the annual aggregate.

- c) Traveller's sample and/or tools of trade:
 - i) Your traveller's sample and/or tools of trade (tool) are covered whilst in transit, temporarily removed from the Conveyance and kept in any hotel or private dwelling subject to a limit of AED/QAR 5,000 or OMR 500 any one Loss and in the annual aggregate provide that:
 - The sample or tools are in Your or Your Employees' custody or control.
 - The sample or tools are stored within a securely locked Premises.
 - ii) For sample or tools transported in private company vehicles, the extension will be subject to the following conditions:
 - The vehicle must be of fully enclosed design and capable of being securely locked.

- sample or tools must be kept in the vehicle boot or Cargo compartment.
- All doors must be securely locked and all windows closed when the vehicle is left unattended.

Conditions

1. Our liability shall not exceed AED/QAR 100,000 or OMR 10,000 or the amount stated in Your policy schedule – whichever is the highest.

If at the time of Damage the Contents in Your vehicle exceeds this limit, You will be considered as being Your own insurer for the difference. We may require You to bear a ratable share accordingly.

2. The limits of cover will be reduced by the amount of any Claim which becomes payable. We may reinstate the amount of such Claim subject to:
 - i) An additional premium; and
 - ii) Any amendment

3. All Claim settlement are subject to a AED/ QAR 500 or OMR 50 Deductible;
4. If Your Cargo is carried on/in a Conveyance that is not fully enclosed and roofed, the cover will be restricted to Loss or Damage caused by fire, collision, overturning of the carrying Conveyance.
5. The vehicle transporting Your Cargo is to be maintained in a roadworthy condition at all times.
6. All protective appliances specified in Your schedule (if any) and all locking devices shall be maintained as per manufacturer's recommendations and neither withdrawn nor tampered with.
7. Whenever the vehicle transporting the Cargo is left unattended, doors, windows, boot and other opening shall be locked.
8. We will not cover any Loss or Damage which at the time of Occurrence

in the terms and conditions of this section, We deem appropriate.

9. In the event of Loss or Damage to any part or parts of Your Cargo, the Sum recoverable shall not exceed the cost of replacement or repair of such part (s) plus charges of forwarding and refitting, if incurred (but excluding any custom duty).
10. In the event of any Claim for Loss and/or Damage where the Damaged portion of each such Damaged item is to be cut off, We will pay the proportionate value of the Damaged part that is cut off and the cost of cutting off said Damaged portion. We are to receive the salvage value of the Damaged portion that has been cut off.
11. In the event of any Claim for Loss and/or Damage to an article constituting one of an Insured pair or set, the amount recoverable shall be calculated as though the article had been separately Insured at pro rata of the Insured value of the pair or the set.

is Insured by any other policy or policies.

12. In the event of any Claim for Loss and/or Damage to labels of bottles and/or tins etc. whilst their Contents remains sound, We are liable only to pay the costs of reconditioning and/or replacing the Damaged labels.

What We do not Cover

Loss or Damage arising from:

1. Your willful misconduct.
2. Your Cargo ordinary leakage, ordinary Loss in weight or volume, or ordinary wear and tear or expired shelf life.
3. Inherent vice or nature of Your Cargo.
4. Preexisting Damage.
5. Delay, Loss of market and/or consequential Loss of any description.
6. Insufficiency or unsuitability of Packing or preparation of Your Cargo.
7. Unexplained shortage.
8. Infidelity, fraud dishonesty and/or theft by Your own Employees.
9. Insolvency or financial default of the owners, managers or operators of the carrying vehicle.

10. Unfitness or non-roadworthiness of the carrying vehicle or container for the safe carriage of the Cargo, where You or Your Employees are privy to such unfitness or non-roadworthiness, at the time the Cargo is loaded therein.

11. Use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.
12. War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
13. Confiscation, expropriation or detention (or attempt) and their consequences.
14. Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
15. Strikes, lockouts, labour disturbances, riots or civil commotions.
16. Any terrorist or any person acting from a political motive.

SECTION 17 - PRODUCT LIABILITY

What We Cover

We will indemnify You for Your legal liability to pay Damages to third parties, (including Defence Costs, fees and expenses incurred with Our prior approval) in accordance with the law of the country specified in the schedule arising out of the Business, arising from Injury or Damage to third parties occurring during the Period of insurance arising out of or in connection with any Product You have manufactured, sold, distributed or any activity as defined, once it has left Your Premises.

What We do not Cover Liability:

1. For and/or arising out of Damage to any Product or Product part.
2. Arising from the failure of any Product to perform its intended purpose or any failure of supply.
3. For costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any financial Loss consequent upon

the necessity for such repair, reconditioning, modification or replacement.

4. Arising out of the recall of any Product, Product guarantee, Product tampering or reworking of completed operations.
5. Arising out of any Product or part thereof which is intended to be incorporated into the structure, machinery or controls of any aircraft.

SECTION 18 - PROFESSIONAL INDEMNITY

What We Cover

We will indemnify You for Your liability at law in respect of Claims first made against You and notified to Us during the period of insurance arising out of an actual or alleged breach of professional duty committed during the conduct of Your Business, within the Territorial Limits and Jurisdiction specified in the schedule.

What We do not Cover

1. Any Claims made against You by:
 - a) Any associated, parent, affiliated or subsidiary company of Yours;

- b) Any person or entity having a financial, executive or controlling interest in Your operations;
- c) Any company, firm, person or entity in which You or any of Your Directors or partners have a financial, executive or controlling interest unless such Claim or Claims are for an indemnity or contribution in respect of a Claim made against such company, firm, person or entity by an organisation or entity not controlled, owned or managed by You.

2. Any Claim made against You for work carried out by You for and in the name of any other firm(s) or other associations of which You form part of for the purpose of undertaking any joint ventures unless Our agreement has been first obtained and an endorsement added to this policy.
3. Any Claim as a result of or relating directly or indirectly from Your insolvency or bankruptcy.

4. Any Claim alleging infringement of copyright, patent, registered design, database right, trade mark or passing off and/or any other intellectual property or data protection rights.
5. Any Claim in respect of expenses incurred by You in the replacement or restoration of any document arising directly or indirectly from the failure or inefficacy of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or Damage.
6. Any Claim arising out of Your Employee's role as a Director or Officer of a body corporate.
7. Any Claim arising from any guarantee, indemnity or under taking by You in connection with the provision of any benefit to You or any person connected to You except to the extent that the person seeking indemnity will establish

that he or she was unaware that it was likely to be connected with the provision of any benefit.

For the purposes of this clause:

- a) 'Benefit' will include the provision of finance, property, assistance or other advantage directly or indirectly;
- b) 'Connected person' will include any person connected with the business or the spouse or child of any such person and any trust, business, firm, company, enterprise, association or venture owned or controlled by any of them whether alone or in concert with others and whether in a beneficial capacity or otherwise.
8. Any Claim arising under any warranty.
9. Any Claim relating to Your fees, disbursements or tax including but not limited to any Claim for reimbursement of them, or any dispute as to Your

entitlement to charge or to retain payment of them, or any dispute as to their amount.

10. Any Claim for the payment of a trading debt incurred by You.
11. Any Claim alleging sexual or other harassment and/or sexual molestation and/or sexual and/or racial and/or disability and/or sexual orientation and/or religious discrimination or discrimination of any other kind.
12. Any Claim by reason of misuse of confidential information.
13. Any Claim by reason of any libel or slander or defamation by You.
14. Any Claim:
 - a) Arising out of any actual or alleged negligent act, error or omission committed in; or
 - b) Where action for Damages is brought in a court of law in (or to any order made anywhere else in the territorial limits to enforce any judgment, award or settlement in)

the United States of America or Canada.

15. Any Claim resulting from or relating to the Insured's Products.
16. Any Claim arising from the carrying out of the business prior to the retroactive date in the schedule attached to this policy.

SECTION 19 - DIRECTORS AND OFFICERS LIABILITY

What We Cover

1. Directors' and Officers' Liability

We will pay on behalf of any Director or Officer Loss (other than Loss payable under any other Insuring Clause) arising from any Claim first made against them during the period of insurance and notified to Us during the period of insurance for any Wrongful Act committed by them in the capacity as a Director or Officer.

2. Company Reimbursement

We will pay on behalf of the company Loss arising from any Claim first made against any Director or Officer

during the period of insurance and notified to Us during the period of insurance for any Wrongful Act committed by them in the capacity as a Director or Officer.

3. Employment Entity Liability

We will pay on behalf of the company Loss (other than Loss payable under any other Insuring Clause) arising from any Claim (other than any United States Claim) first made against the company during the period of insurance and notified to Us during the period of insurance for any Employment Wrongful Act committed by the company.

What We do not Cover:

Claims:

1. Arising from directly or indirectly any legal or administrative or disciplinary or regulatory proceedings which existed or were pending or circumstances which were known to You at the inception date stated in the schedule, or any fact or circumstance or event in any way pertaining to such proceedings.

2. Relating to any Director or Officer gaining any personal profit or advantage or receiving any remuneration to which he or she was not or is not legally entitled.

3. Arising from any Director or Officer committing any dishonest or fraudulent act or omission or any wilful violation of law.

4. Arising from any circumstances notified or Claim made under any insurance which was in force prior to the period of insurance or circumstance or Claim which was known about by any of the Directors or Officers or the company prior to the period of insurance.

5. From any actual or alleged violation of any securities act, including any amendment or re-enactment thereof or any similar provision in any state statutory law enacted in the United States of America.

6. From any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act

of 1974, including any amendment or re-enactment thereof or any similar provision in any state statutory law enacted in the United States of America.

7. Relating to any pensions or pension plans or pension trusts or pension programmes or Employee benefit plan.

8. Pollution — We will not cover liability arising from pollution however caused.

9. Resulting from Damage to or destruction of any tangible property or the Loss of use thereof.

10. Bodily Injury or sickness or disease or mental Injury or mental anguish or death of any person, provided that this exclusion shall not apply to any Claim for an Employment Wrongful Act or for emotional distress in connection with a wrongful termination of employment or a Claim for discrimination or harassment by any Employee.

11. Made by or on behalf of the company or by or on behalf of any Director or Officer.

12. Made by any person or entity holding beneficially or otherwise more than 5% of the issued share capital of the company stated in the schedule.

13. Or based upon, consequent upon, by reason of, arising out of, arising from, directly or indirectly resulting from, attributable to, in any way involving, or in connection with any Wrongful Act committed on or prior to the retroactive date specified in the schedule.

5 Extensions

Extensions applicable to all Sections You have chosen.

No Control Clause

This policy shall not be prejudiced by:

Any act or neglect of the building if the Insured is not the owner thereof or by any act or neglect of any occupant (other than the Insured) of the building whose such act or neglect of the owner or occupant is not within the control of the Insured;

Failure of the Insured to comply with any warranty or condition with regard to any portion of the premises over which the Insured has no control or by act or neglect of employees provided that the Insured is not aware of such act or neglect.

Additional Interests Clause

If You have agreed to assign any of the benefits of this policy to a third party within a loan, lease, hire purchase or other written agreement, then we will indemnify the assignee as though they were a named Insured. The nature and extent of any such interest must be disclosed by You to Us in the event of a Claim.

This extension is granted within the overall limit/ Sum Insured and does not provide additional Sum Insured/Limit of Indemnity.

72 hours

It is agreed that any Damage to the Insured property arising during any one period of 72 consecutive hours, caused by natural catastrophic events, such as storm, cyclone, tempest, flood or earthquake, and/ or riot, strike or malicious Damage, shall be deemed as a single event and therefore to constitute one Occurrence with regard to the deductibles stated in the Schedule.

For the purpose of the foregoing, the commencement of any such 72-hour period shall be decided at the discretion of the Insured, it being understood and agreed, however, that there shall be no overlapping in any one, two or more such 72-hour periods in the event of Damage occurring over a more extended period of time.

Payment on Account

In the event of a Claim under this insurance policy where the liability has been admitted by Us and the

quantum of Loss has been assessed and recommended by the Loss Adjuster nominated by Us, We commit to make a "payment on account" of 50% of the assessed Claim amount within seven working days, provided that all the requested documentation and Claim processing is finalised.

Loss Minimisation Expenses

This policy is extended to include expenses that are necessarily and reasonably incurred for the purpose of minimising Damage to the Property Insured hereunder caused by an Insured peril subject to a limit of AED/QAR 25,000 or OMR 2,500.

Temporary Removal

We will cover You for Damage to property (other than stock in trade) whilst temporarily removed from the Premises for cleaning renovation or repair up to 10% of the Sum Insured.

Fire Brigade Charges

We shall cover fire brigade charges and expenses incurred to extinguish a fire provided these are necessarily reasonably and actually incurred by You up to a limit of 5% of the Sum Insured.

6 General Conditions

General conditions applicable to all sections of this policy:

Primary Insurance Clause

It is 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 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.

Arbitration

If any difference arises in the interpretation of this policy You have the right to refer the difference to arbitration. Such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within one month after having been required in writing so to do by either of the parties

or in case the arbitrators do not agree an umpire appointed in writing by the arbitrators before entering upon the reference.

The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against Us. If We shall disclaim liability for any Claim hereunder and such Claim shall not, within 24 months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Material Facts and Duty of Utmost Good Faith

The statements and answers in the proposal and any material information provided to Us by You are true and complete. In the event of misrepresentation, misdescription or non-disclosure of such information this policy shall be voidable by Us.

Cancellation

We and You may cancel this policy by sending 30 days notice in writing to Our or Your last known

address. You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance subject to no Claim having been made under the policy.

Alteration of Risk

We have the right to avoid a Claim if:

- There is a material change which increases the risk after the commencement of this insurance; or
- If Your business be wound up or carried on by a liquidator or receiver or permanently discontinued; or
- If Your interest ceases except by will or operation of law or by Your death unless We confirm in writing to continue the insurance.

Alteration to Policy

No alteration in the terms of this policy will be held valid unless the same is signed by Us.

Jurisdiction

This policy applies only to judgments delivered by or obtained from a court of competent jurisdiction in a member country of the Gulf Cooperation Council (GCC).

7 Claims Procedure

Your Duties and Responsibilities

If You become aware of an event for which a Claim may be made under any covered section of this policy then You must give Us notice as soon as practicable and provide Us with all the particulars of the Claim, and You should:

- Send Us a completed a Claim form and all supporting documentation required by Us.
- Send Us details of any other insurance which may cover the same event, within 30 days of the event.
- If malicious Damage, robbery, theft or fraud is suspected then You must give immediate notice to the police and obtain a police report.
- Take all practical steps to avoid, minimise or stop any Injury, Loss, destruction or Damage, and act at all times as if You were uninsured.
- Retain unaltered and unrepaired any property affected for such time as We may reasonably require.
- Not dispose or destroy any property which is object of a Claim without Our consent.
- With regard to any Claim covered under the Public Liability, Product Liability, Employers liability, Professional Indemnity or Directors and Officers liability, You must not make any admission, offer, promise or payment without Our prior written consent and You should not negotiate with the claimant.
- At Our expense submit to medical examination as We may require.
- The truth of the statements and answers as stated in the questionnaire and the Proposal Form made by You shall be condition precedent to any liability admitted by Us.
- If any Claim under this policy is found to be fraudulent, containing fraudulent facts or if any fraudulent means or devices are used by You or by anyone acting on Your behalf all rights under this policy shall be forfeited.
- If any Loss, destruction or Damage is occasioned

by Your willful act or with Your knowledge or connivance, all rights under this policy shall be forfeited.

How to Contact Us in Case of a Claim

Toll Free:

UAE
800 292

Oman
800 70 292

Qatar
800 2921

Email:
office.claims@axa-gulf.com
and
workcomp.claims@axa-gulf.com

- In the event of a Claim, You will be requested to fill up a Claim form and provide Us a set of documents to substantiate Your Claim. The full list of required documents will be shared with You immediately after Your initial contact to notify a Claim.
- We reserve Our right to nominate experts, Loss Adjusters and providers to inspect assess repair replace in Our behalf, and full access to Premises people and goods must be provided at all times.

Our rights and responsibilities:

- We shall be entitled to take over and conduct in Your name the defence or settlement of any Claim or to prosecute in Your name to Our own benefit any Claim for indemnity or Damages.
- We shall have full discretion in the conduct of any Claim and or of any proceedings and in the settlement of any Claim and You shall give all such information and assistance as We may reasonably require.
- If any Damage occurs, We may enter Your Premises and take possession of any of the property Insured for reasonable purposes. Such action may be taken without Us incurring any liability and without diminishing Our right to rely upon any condition contained in this policy.
- If You or anyone acting on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in doing any of the above mentioned acts then all benefits under this policy may be forfeited.
- You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

8 Exclusions

Exclusions applicable to all sections of the policy, We do not cover Claims:

1. Arising out of any willful, deliberate, conscious or intentional disregard by the Insured of the need to take reasonable steps to prevent Injury or Damage.
2. Arising from any circumstances which may be indemnified by this policy and known to the Insured at inception of this policy.
3. Arising out of fines, penalties, liquidated Damages or performance warranties or for pure financial Loss in the absence of Damage or Injury; or for any liability arising directly or indirectly from or caused due to failure to supply goods or services.
4. Caused by confiscation, nationalisation, requisition, destruction or Damage to property by order of any government or public or local authority.
5. That consist in the cost of normal upkeep or normal making good.
6. Arising from unexplained or mysterious disappearance or shortage revealed at any periodic inventory or shortages in the supply or delivery of materials or Loss or shortages due to clerical or accounting error.
7. Arising from contamination, pollution, wear and tear, corrosion, vermin, fungus, rot, gradual deterioration, deformation, or distortion, shrinkage, evaporation, Loss of weight, change in flavour, colour, texture or finish and exposure to light.
8. For the excess as stated in the schedule in respect of the first amount of each Claim or series of Claims arising out of one originating cause.
9. For awards or Damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or Damages or aggravated Damages or in any other form whatsoever.
10. Directly or indirectly arising out of, resulting from, in consequence of, contributed or aggravated by asbestos in whatever form or quantity.
11. Arising from genetically modified organisms, electromagnetic fields, tobacco or tobacco Products, Products of human origin, (PCB), urea, formaldehyde or lead.
12. Hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose the company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.
13. Resulting from operations, exports or visits located in or to the United States of America or Canada.
14. Resulting from war and terrorism.
15. Whether acting alone or on behalf of or
- in connection with any organisation(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.

This also excludes Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) (ii) and/or (iii) bellow. Any Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:
 - i) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - ii) Confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or local authority
 - iii) Any act of terrorism.
16. Radioactivity
 - a) Any accident or any Loss or destruction of or Damage:
 - i) To any property whatsoever or by
17. Sonic bangs

Loss, destruction or Damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Loss to expense whatsoever resulting or arising therefrom or any consequential Loss.
 - ii) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
 - b) Any accident Loss destruction or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

18 Cyber exclusion

Arising, directly or indirectly from: the Loss of, alteration of, or Damage to or a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious and or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse and which can be identified as the cause of Loss do not in and of themselves constitute a Claim under this policy.

9 Complaints Procedure

We are committed to provide You the highest level of customer service. We do realise that things can sometimes go wrong, and when this happens, We would like to hear about it. Telephone calls may be recorded for training and monitoring purposes. We would like to assure You that all matters are dealt with seriously and in a confidential manner.

Your complaint can be made in any of the following ways:

1. Visit our Website www.axa-gulf.com - select Country 'UAE' and select 'Complaints' under 'AXA & You' (at the bottom of the webpage) and register Your complaint. An auto email will be received by You providing the reference number which should be quoted in all future communications.
2. Send a letter to the management at AXA Insurance (Gulf) BSC (c), PO Box 5862, Dubai, United Arab Emirates; or
3. Transmit a fax to +971 44392188; or

Alternatively, should You not have an email address or access to the internet:

4. Telephone Us on 8004845 and request our Customer Service Staff to register Your complaint; or
5. Walk into Our office and request Our Customer Service Staff to register Your complaint.

In these situations, and on Your behalf, the complaint will be registered by our Staff and a Reference Number generated and provided to You which please quote in all future communications. Whilst all efforts will be made to revert back within 10 working days, if our final response will be delayed beyond 15 working days or if more time is needed for investigation, We will inform You when We will be able to contact You again about the complaint.

If You are dissatisfied with our final response or dissatisfied with the delay in our response (beyond 15 working days) You may refer the complaint to the Insurance Regulator (please provide them the details and AXA Complaint Reference Number). Their contact details are provided alongside.

For Dubai Healthcare Policies only:

Website for registering Complaints: <http://www.isahd.ae/Home/lpromes>

For all other complaints:

Insurance Authority
PO Box 113332, Abu Dhabi,
United Arab Emirates
Telephone: +971 2499 0111
Fax: +971 2557 2111
Email: contactus@ia.gov.ae
Website for registering Complaints:
<https://eservices.ia.gov.ae/Wirestorm/Pages/Render.aspx?page=Complaints&layout=NewAnonymousComplaint>



axa-gulf.com

UAE

800 292

Oman

800 70 292

Qatar

800 2921

AXA Insurance (Gulf) B.S.C. (c)

UAE: Registered in the Insurance Companies Register - Certificate No. (69) dated 22/01/2002. Subject to provisions of Federal Law No. (6) of 2007 concerning the establishment of Insurance Authority and organization of its work.

Agent: Kanoo Group (Insurance Agent) L.L.C

Qatar: Incorporated in Bahrain. QFC License No. 00024.

Authorised by the Qatar Financial Center Regulatory Authority.

Oman: Commercial Registration No. 1112244.

Insurance registration No. 6 issued by the Capital Markets Authority.

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