



Logistics Secure Insurance

Policy Handbook Logistics Secure

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1 Introduction

Thank you for choosing AXA Logistics Secure Insurance. This policy is specially designed to provide you with a simple and comprehensive coverage for your business activities, legal liability and much more.

On receipt of your Policy

To ensure that your policy gives you the protection you need, we recommend that you read it carefully in conjunction with the attached schedule, and return the schedule immediately if any details are incorrect.

The schedule specifies the cover you have selected; it is your evidence of insurance and may be required in the event of a claim.

Operation of Cover

The application made by you is the basis of and forms part of this contract. We will provide insurance within the terms of this policy for those sections specified in the schedule during the Period of Insurance or any subsequent period on mutual agreement.

The policy, the application form and the schedule should be read together and form the contract of insurance.

Keeping us informed

It is important you let us know immediately of changes that affect what you have told us; for example, if there is any change in your declared activities. Changes will only take place after we have agreed and issued an endorsement to the policy.

2 Definitions

The following definitions and qualifications apply, unless the context requires otherwise. Individual sections of coverage may also contain definitions and these are to be read in conjunction with those listed below.

Approved Contract

A contract, which has been agreed in writing by Insurer.

Approved Equipment Lease

A lease of Equipment, neither containing an option for purchase nor by way of hire-purchase, which has been agreed in writing by Insurer.

Approved Standard Trading Conditions

Standard terms of trading (including conditions of storage or carriage) which have been agreed in writing by Insurer.

Bodily Injury

Physical injury to a person, including death and disability caused solely and directly by violent external visible and accidental means.

Building

Building(s) built of 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.

Cargo/ Stocks

Goods capable of being transported by land, sea, water, or air and including packaging material or a Container that is neither owned nor supplied by Insured or their representatives/agents, but is supplied by the person presenting the goods for shipment.

Unless otherwise agreed by Insurers, Cargo excludes the following:

Trailers or any licensed vehicles, plants, flowers, living creatures, 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, hazardous goods as defined in the Policy, project cargo, date expired items, and goods or cargo not claimed by customers.

Company/Insurer/We/ Our/Us

AXA Insurance (Gulf) BSC (c).

Condition Precedent

A provision of the Policy with which Insured must strictly comply.

Container

A unit load device, including a rigid container and derivatives therefrom, tank containers and the like, generally complying with the definition in Article II.1 of the current CSC Convention. Also including flats and pallets, spares and accessories in every day usage, to perform the Insured Services.

Contents

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

Other than landlord's fixtures and fittings, stock and materials in trade, any machinery separately insured, money, cheques, promissory notes, bills of exchange, securities for money, stamps.

Contractual Carrier

A person who has entered into an agreement to carry Cargo.

Damage

Loss or damage due to a peril insured against and happening during the period of insurance.

Discretion

Absolute and unfettered discretion.

Document

This term includes any permanent or semi-permanent record of information whether on paper or in a digital format, whether or not requiring electronic processing.

Employee

Any

- i. Person under a contract of service or apprenticeship with the Insured.
- ii. Person under work experience or youth training schemes.
- iii. Person hired or borrowed by the Insured from another employer.

Equipment

The Equipment described as such in the Schedule and used by Insured in the course of the Insured Services.

Excess/ Deductible

The amount stated in the schedule to be borne by the

Insured in respect of each and every occurrence of loss or damage to property.

Expiry Date

The date identified as such in the Schedule.

General Conditions

Mandatory terms and conditions applying to the Policy issued by Insurers.

Gross Freight Receipts

Each and every receipt received by You and relating to the provision of the Insured Services, for which You are insured by Us and as more particularly stated in the Policy. Such receipts should not include V.A.T. and/or other taxes which have been paid for and on behalf of third parties.

Inception Date

The date identified as such in the Schedule.

Insured/You/Your

The Main Insured and any Joint Insured. Where there is more than one Insured, “You” applies to each of You as well as all of You. “Your” shall be construed accordingly.

Insured Service

The business identified as such in the Schedule.

Joint Insured

The Party or Parties described as such in the Schedule and having a financial interest with the Main Insured.

Main Insured

The Party described as such in the Schedule.

Occurrence

A fortuitous happening that takes place at an identified time and place. This shall mean loss or damage arising directly or indirectly from one event.

Policy Limit(s)

The relevant Policy limit(s) as set out in the Schedule.

Policy Period

The period described as such in the Schedule.

Premium

The agreed sum or sums that You pay to Us in recognition of the agreement between both parties as evidenced by the Policy. When premium is to be paid in installments or other stages, this term includes each installment or stage separately.

Project Cargo

Substantial movements of commodities to facilitate the construction of a commercial

project, during a known and demonstrable period of time.

Reckless act or omission

An act or omission made with an awareness of the possible consequences, but an indifference as to whether they might result.

Rent

Annual rent of the buildings insured.

Rented Property

This term includes leased Property but does not include any arrangement under which there is an option or right to purchase.

Schedule

The Schedule forming part of this Policy.

Territorial Scope

As described in the Schedule. References to any country shall include the territorial waters of that country.

Third Party

Any person, party or entity, but excluding “Main Insured/ any Joint Insured” or “Insurers”.

Third Party Property

Tangible Property or Equipment belonging to a Third Party. Third Party Property does not include

Cargo or any Property or Equipment belonging to or leased to or chartered to the Insured.

Third Party Property Damage

Physical loss of, or damage to or destruction of Third Party Property, including loss of use of the Property so lost, damaged or destroyed.

Writing

This includes facsimile, telex, printing, and any other permanent method of representing words in a visible form, including e-mail.

Words in the masculine include the feminine and vice versa.

Words in the singular include the plural and vice versa.

3 Compulsory Cover

Section 1 - Cargo Related Liabilities

A. Cargo Liability

1. We will indemnify You in respect of your liability, following fortuitous loss of, or damage to cargo, including consequential loss, and arising from Your Approved Standard Trading Conditions. However, if Your Approved Standard Trading Conditions are legally circumvented, then We will recognize such award as determined by the Court or similar legal entity, but only to the extent as provided by the limits agreed by Us and as stated in the Schedule.

- i) In respect of consequential loss, We will pay only up to a limit of US\$ 50,000 any one occurrence, unless otherwise agreed by Us in writing.
- ii) In respect of perfumes, tobacco and its products, bottled wines and bottled spirits, mobile telephones and components thereof, PDAs, DVD players and/

or recorders, computer games, flat screen televisions, computers and components thereof, digital music players and/or recorders, We will pay only up to a limit of US\$100,000 any one occurrence including duties and taxes any one conveyance or location, or the Schedule limit if smaller, unless otherwise agreed by Us in writing.

If You prove to Our reasonable satisfaction that You were not aware of the nature, type or value of the cargo, despite having made reasonable efforts to ascertain the same and provide that You have in place written instructions for Your staff to follow to determine the nature, type, or value of the cargo, then We will pay up to the limit specified in the Schedule or US\$250,000 in the aggregate for all such claims in any one Policy Period, whichever is the lesser.

If an indemnity is provided under this clause, any additional amount of such claim shall not be recoverable under any other Sub-Section of Section 1.

- iii) In all cases nothing shall be construed as a waiver of Your Approved Standard Trading Conditions.
- iv) If You engage in the movement of Project Cargo, then it is a Condition Precedent to cover being in place that all such movements are notified to Us prior to that transport commencing.

2. General Average and Salvage

We will indemnify You in respect of General Average and Salvage contributions for which You are liable. It is a Condition Precedent to making a claim that You have, at Your own expense, taken all reasonable steps to obtain recovery from the party or parties concerned.

This sub-section insures losses occurring during the Policy Period

3. Exclusions

In no case shall insurance under this Section cover loss, damage, liability, or expense caused by:

- i. Inherent vice, ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear.
- ii. Defective or unsuitable packing or preparation of the cargo (for carriage) by Your customer, or any other person claiming an interest in the cargo concerned, unless You are legally responsible as an owner of cargo having issued negotiable way-bills in the operation of the Insured Services. In such cases We will indemnify You, but only to the extent that such loss or damage is recoverable in accordance with the terms and conditions enacted by You, or imposed upon You by Act or Statute.
- iii. Breach of professional duty

by reason of any negligent act, error or omission, committed or alleged to have been committed by any of You, or any of your directors, or any person employed at the material time by any of You, in Your professional capacity.

Nothing in this clause shall be construed as a waiver of the Policy restrictions that apply in respect of Your liability arising in the United States of America or Canada, unless to the extent that We have agreed otherwise.

B. Equipment

1. Loss of or damage to Equipment: -

We insure You: -

- i. Against total or constructive total loss of the Equipment, occasioned by an identified fortuitous cause.
- ii. Against the risk of partial loss of or damage to replaceable or separate

parts of the Equipment by an identified fortuitous cause.

- iii. In respect of General Average and Salvage charges incurred in order to avoid an insured loss. If the Equipment has not been insured for its full contributory value, then the coverage under this Section shall be reduced proportionately.
- iv. For Equipment rented by You under the terms of an approved Equipment lease, against liability for:-
 - a) Rent and/or
 - b) Failure to redeliver rented Equipment to the lessor in accordance with lease terms including delay resulting from the need to effect repairs to insured Equipment

provided that:-

- i. The loss is caused by an identified fortuitous cause beyond Your control and
- ii. The limit of Our liability shall be a sum equal to 35 days' rent in respect of any one item covered and

iii. Nothing is recoverable under this clause (1.iv) in respect of breach of regulations and instructions (including those of manufactured Equipment) relating to the safe working and operation of Equipment that is in Your care, custody and control for the operation of the Insured Services.

This sub-section insures losses occurring during the Policy Period

2. Basis of Settlement

i. The Basis of Settlement shall be the value as stated in the Schedule.

This value can be:

- The market value;
- The new replacement value;
- The depreciated book value, or
- The value agreed between Us and You.

In the case of rented Equipment, the value stated in the Schedule and basis of settlement must be commensurate with the sum due by You to the lessor under the lease or hiring agreement.

ii. Except in case of a value agreed between Us and

You, if we determine that the value of Equipment is greater than that as appearing in the Schedule, whether this be for repair or reinstatement of the Equipment, We have the right to adjust the indemnity payment.

- iii. We may replace or repair items lost or damaged.
- iv. We may make a reduction in respect of: -
 - a) Betterment;
 - b) Costs saved in respect of work that is not Our responsibility under the Policy, but is undertaken simultaneously with work for which We are liable hereunder.
- v. In the case of temporary repairs, liability is restricted to: -
 - a) The cost of the temporary repair;
 - b) Loss or damage reasonably attributable to a deficiency of the temporary repair provided the temporary repair has first been approved by Us.

3. This insurance excludes absolutely

- i. Ordinary wear and tear, ordinary corrosion and rust, or gradual deterioration;
- ii. Inherent vice or the nature of the subject matter insured;
- iii. Latent defect, faulty manufacture or design;
- iv. Mechanical or electrical breakdown unless caused by an identifiable external accident;
- v. Any liability for Third Party Property Damage and/or Bodily Injury, unless previously agreed by Us in writing.

C. Third Party Liability

1. We will provide an indemnity in respect of Your liability to pay damages to a Third Party imposed by law and arising from the Insured Services. In addition, We insure you for the tort liability of another party which You assume under contracts which have been approved by Us in writing. Liabilities insured hereunder are in respect of: -

- i. Bodily Injury
- ii. Third Party Property Damage

This sub-section insures losses occurring during the Policy Period

2. Exclusions

This Section does not insure the following: -

- i) Liability for Bodily Injury arising from or incurred in the course of a contract of employment, service, or apprenticeship.
- ii) Liability arising from or connected with the ownership, possession or use, of any mechanically propelled vehicle on a road designated for public usage.
- iii) Liability for loss of or damage to Property: -
 - a) Belonging to, on hire, leased, or rented by, or lent to any of You.
 - b) In Your custody or held in trust by any of You.
- iv) Liability arising out of goods or products manufactured, sold, or distributed by You, including any Container, chassis or trailer.

v) Liability arising from breach of professional duty by reason of any negligent act, error or omission, committed or alleged to have been committed by any of You, or any of your directors, or any person employed at the material time by any of You, in Your professional capacity

D. Professional Indemnity

- i) You will be indemnified for any claim which is first made against any of You during the Policy Period, for breach of professional duty by reason of any negligent act, error or omission, committed or alleged to have been committed by any of You, or any of your directors, or any person employed at the material time by any of You, in Your professional capacity.
- ii) It is a Condition Precedent to Your right to be indemnified under this Section that You give to us immediate notice in writing of: -
 - a) Any claim made against any of You and the receipt of notice from any person of an intention

to make a claim against any of You.

b) Any circumstance, of which any of You become aware during the Policy Period, which is likely to give rise to a claim against any of You. If such notice is given and accepted in writing by Us and later gives rise to a claim which is within the scope of this Section, whether made during or after the Policy Period, such claim shall be deemed, for the purpose of this Policy, to have been first made during this Policy Period and We will indemnify You accordingly.

iii) We will indemnify You for reasonable legal fees and expenses incurred with Our written consent in the defence or settlement of any such claim.

iv) In no circumstances whatsoever shall We indemnify You in respect of any act, error or omission committed, or alleged to have been committed, before the retroactive date stated in the Schedule.

- v) You are also insured against any claim arising from allegations of: -
 - a) Defamation;
 - b) Wrongful arrest, constraint or confinement of a person;
 - c) Malicious prosecution.
- vi) This insurance excludes absolutely claims arising from:-

- c) Any announcement by any means whatsoever on the Insured's part in any media publication or broadcast by any telecommunication system whatsoever.
- This sub-section provides coverage on a "claims made during the Policy Period" basis

E. Fines and Penalties

- a) Breach of any duty, regulation or statute, by Your Principal, Director or Executive Officer Including anything that can more properly be described as the accountability of "Directors and Officers" (more commonly known as "D & O" insurance) in their sole capacity as representing You as individuals or collectively, whether or not acting with the consent or any Principal, Director, or Officer.
- b) Any offence occasioned by a person or persons arising outside the course of their employment with the Insured.

1. Indemnity is provided in this Section in respect of any claim which is first made against any of You during the Policy Period, provided always that such claim arose from Insured Services provided during the Policy Period, for:
 - i) [Notwithstanding General Condition 4.i.d.iv] of Section 1 Sums which You are legally liable to pay to an Authority or a Third Party in satisfaction of fines or penalties resulting from the following;
 - a) Innocent (which in the context of this Clause 1 means without deliberate wrongdoing) wrongful

- description of the nature or quantity of cargo in cargo manifests, waybills, bills of lading, mates' receipts and documents prepared for the purposes of customs clearance.
- b) Innocent breach of: -
 - i) Regulations concerning the import and export of goods.
 - ii) Regulations concerning documentation in relation to cargo whether imported or exported.
 - iii) Customs or immigration law.
 - iv) Regulations in respect of safe working conditions.
- ii) [Notwithstanding General Exclusions War & Terrorism Exclusion (ii).] Sums which You are legally liable to pay to a Third Party in satisfaction of a claim

made against You in respect of Third Party Property confiscated by an Authority but only when as a direct result of the commission of acts of the type listed in this Clause 1

This sub-section provides cover on a "claims made during the Policy Period" basis.

2. Exclusions

In no circumstance will we indemnify You in respect of any claim arising from: -

- i) Any offence committed by your Principal, Director or Executive Officer. Including anything that can more properly be described as the accountability of "Directors and Officers" (more commonly known as "D & O" insurance) in their sole capacity as representing You as individuals or collectively, whether or not acting with the consent of any principal, director, or officer.
- ii) Any offence committed with the knowledge or consent of You as Principal, Director, or Executive Officer.
- iii) Any fine or penalty levied

by the Federal Maritime Commission of the United States of America, in respect of: -

- a. Failure to post a required tariff.
- b. Failure to post a bond.
- c. Failure to appoint an agent.
- iv) Any offence of strict liability arising from the completion of customs documents.
- v) Any offence concerning Bodily Injury arising from or incurred in the course of a contract of employment, service or apprenticeship.

Conditions Applicable for All Sub-Sections

Each Sub-Section is only in force if it is described as such in the Schedule. Coverage granted by all Sub-Sections are subject to the Schedule and General Policy Conditions and Exclusions.

1. Main Insured and Joint Insured(s)

- i) You agree that the proposal form, which is incorporated into and forms the basis of this contract, was signed on behalf of each of You and that any error or

omission in the proposal form, shall be treated as an error or omission by each of You.

- ii) Any failure to disclose material information within the knowledge of any of You shall be treated as a failure to disclose by each of You.
- iii) Any Policy Limit shall be construed as a limit on the aggregate amount payable to You all.
- iv) Any notice given to the Main Insured shall be treated as notice to each of You.
- v) You irrevocably authorise the Main Insured to be your agent to agree, receive payment of and give a good discharge for claims due from us under this Policy. We may therefore pay to the Main Insured any sum due to any of You.

- vi) Where more than one party comprises the insured, each of the parties shall for the purpose of this Policy be considered a separate and distinct entity and the word "insured" shall be considered as applying to each party in the same manner as if a separate Policy had been

issued to each of the said parties. We hereby agree to waive all rights of subrogation or action we may have or acquire against any of the aforesaid parties arising out of any Occurrence in respect of which any claim is made hereunder, provided nevertheless that nothing in this clause shall be deemed to increase the limit of indemnity in respect of any one accident or Occurrence as stated herein.

2. Your Duties

- i) You will use your best efforts to ensure that at all times Your agents, contractors, sub-contractors and co-venturers have relevant expertise and are reliable, honest and credit-worthy and maintain insurance or other financial resources commensurate with the risks they face.
- ii) You will at all times act in a prudent and business like manner and as if uninsured.
- iii) If any of You breach any of the above duties, We shall be entitled to reduce any claim to the extent that We

reasonably consider that Your breach has caused, contributed to, or aggravated a claim made against Us.

- iv) You must notify Us of any increase in the risk within 7 Days of Your becoming aware of it. If the increase is material, We will alter the terms of this Policy to reflect the increased risk. If You fail to provide immediate notice and the increase in the risk is material, We will not be liable for any loss, damage, liability or expense which We would have excluded if the increase in the risk had been duly notified to Us.

3. Your Trading Conditions

- i) You agree that the terms on which You deal with Your customers are and will be no less favourable than those contained in Your Approved Standard Trading Conditions.
- ii) To the extent that You are, or are deemed by law to be, the carrier of goods, whether internationally or domestically, You agree that your liability to Your customers shall be no more extensive than that which applies

compulsory by law.

- iii) You will not agree to waive or increase such limits of liability as may be available to You, unless previously agreed by Us in writing.
- iv) If You are in breach of this clause and We have agreed to provide an indemnity, the sum recoverable under the Policy will be restricted to such limitation amounts as would apply pursuant to the foregoing provisions of this clause.

4. Exclusions

- i) This Policy does not insure the following: -
 - a) Loss, damage, liability or expense arising directly or indirectly from the carriage of passengers.
 - b) Loss, damage, liability or expense to the extent that it is caused or aggravated by Your deliberate or reckless act or omission, or that of Your directors, officers or senior management.
 - c) The ownership, leasing or chartering by You or on Your

behalf of any vessel or aircraft, whether or not in the operation of the Insured Services.

- d) Liability to the extent that it consists of: -
 - i. Punitive, exemplary, aggravated or any other type of damages, fines or penalties, which are not purely compensatory.
 - ii. Penalty clauses, demurrage clauses, liquidated damages clauses, or other such liabilities whether or not based on delay.
 - iii. Any liability that is pursued in the courts of a place that is outside the Territorial Scope.
 - iv. Direct or indirect liability for fines or penalties, whether criminal or administrative, except as specifically covered under sub-Section E (if that Section is in force).

v. Loss, damage, liability or expense directly or indirectly resulting from or incurred in the course of any activity that is illegal or criminal.

vi. Loss, damage, liability or expense to the extent that it is caused by, contributed to or aggravated by, insolvency or financial default of any person.

vii. Exposure to the natural consequences (including both mental and physical consequences) of trade involving the handling, inhalation or absorption of substances derived from asbestos, coal, lead, pesticides, drugs of any kind or any similar products.

viii. Loss, damage or liability discovered

during stock-taking and any mysterious disappearance of property, except to the extent that You prove that the loss or damage can reasonably be attributed to a particular fortuitous insured event at a particular time and place.

ix. Loss arising out of discharge, dispersal, release, or escape of smoke, vapours, soot fumes, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including any oil refuse or oil mixed wastes or other irritants, contaminants or pollutants) into or upon land, the atmosphere, or any watercourse or any body of water.

This exclusion shall not apply, however, provided that You

can establish that all of the following conditions have been met: -

- a) The Occurrence was accidental and was neither foreseeable nor intended by You.
- b) The Occurrence can be identified as commencing at a specific time and date during the Policy Period.
- c) You became aware of the Occurrence within 72 hours of its commencement.
- d) You reported the Occurrence to Us within 30 days of having become aware of it.
- e) The Occurrence was not the result of Your intentional or wilful violation of any governmental statute, rule or regulation.

Nothing contained within this exclusion shall operate to provide any coverage with respect to:

- a) Loss of, or damage to or the loss of use of property directly or indirectly resulting from subsidence caused by any sub-surface operations carried out by You or on Your behalf;
- b) Removal of, loss of or damage to sub-surface oil, gas or any other substance;
- c) Any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any hazardous waste materials or substances or the transportation of any hazardous waste materials or substances.
- x. Loss, damage, liability or expense incurred in the course of any hazardous trade that has not been agreed in writing by Us including, without limitation:-

- a) Dredging, dumping of spoil, drilling, core sampling, oil production or distribution, cable-laying, blasting, pile driving and sub-sea operation.
- b) The carriage of Cargo that does not comply with the IMCO Dangerous Goods Code or other recognised code for the mode of transport utilised, unless You prove that You, or Your directors, officers or senior management were not aware and could not reasonably have ascertained that such Cargo was being carried.
- xi. Loss, damage, liability, or expense arising from the adherence to or breach of rules of a Trade Association or similarly constituted body, such as a Line Conference or Freight Association, whether or not You are a member of

such association or body at the time of such breach or at the time when any relevant allegation is made against You.

- xii. Any claim arising from a deliberate mis-representation in a bill of lading or similar negotiable instrument or any attempt thereat.
- ii) This Policy will not respond in respect of any loss, damage, cost, bodily Injury, personal injury, liability, alleged liability, expense, fine or penalty, and/or duty to defend, arising out of or resulting from any actual or alleged unlawful acts, whether such acts are or are alleged to be intentional or otherwise, relating to:
 - a) Any refusal to employ or retraction of any employment offer;
 - b) Any suspension or termination of employment of any person employed by You;
 - c) Any employment-related practices, policies, acts or omissions such as but not limited to:

- i. The coercion, demotion, evaluation, reassignment, discipline, civil or criminal prosecution, defamation, or humiliation of any person employed by You;
- ii. Discrimination or harassment of any nature whatsoever against any person employed by You, including, but not limited to, discrimination based on race, colour, creed, religion, sex, age, national origin, alienage, disability, or sexual orientation;
- d) Actual or alleged violations of the “Americans with Disabilities Act”;
- e) Claims made by relatives of any person at whom any of the foregoing is/ are directed.

This exclusion applies:

- i. Whether You may

- be liable as an employer or in any other capacity; and
- ii. To any obligation to share damages with or repay someone else who must pay damages because of injury.
- iii. This Policy shall exclude and be free of any claim for any direct, indirect and/ or consequential liability, expense and/or duty to defend arising out of exposure to mould, mildew or fungus.

This clause 4.iii) also applies to:

- a) The cost of abatement, mitigation, removal or disposal,
- b) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- c) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

5. Claims

- i) It is a Condition Precedent to Our liability that immediate and written notice is given to Us, of any circumstances of which any of You or any of Your directors, officers or senior management become aware, which has given, or may give rise to a claim under this Policy.
 - ii) If You fail to comply with the requirement of Clause 5.i) and thereafter accept in writing that such failure releases Us from liability, then We may at Our Discretion, agree to provide a partial indemnity. The partial indemnity shall not exceed Our estimate of the amount that would have been due if immediate notice had been given in accordance with Clause 5.i).
 - iii) You will keep Us fully informed of all facts and make available documents within Your custody, possession, or power, in connection with any claim or circumstance which may give rise to a claim against Us. You will allow Us to take copies (including in digital format) of all such documents and allow access to Your computer software and hardware to the extent necessary.
- iv) You will allow Us and Our agents to interview any person who is, or was Your director, officer, employee, manager or agent. As regards any person who was a director, officer, employee, manager or agent, You will use your best efforts to secure their co-operation.
 - v) You will not, without Our previous written agreement, settle or admit liability for any claim which may be wholly, or in part, covered herein.
 - vi) We may direct or control the handling of any claim or proceedings relating to any liability insured under this Policy. If You refuse to consent to any settlement recommended by Us but decide to contest or continue to contest legal proceedings, then Our liability shall not exceed the amount for which We could have settled the claim, plus legal costs incurred to the date of Your refusal.

- vii) In no circumstances whatsoever shall We be obliged to issue bonds or guarantees, save for General Average or Salvage Guarantees as may have been agreed by Us.
- viii) In respect of loss, damage, or delay arising prior to the completion of the contract of affreightment, on-carriage to the appointed destination will be by the same mode as the original mode of carriage unless We shall determine otherwise.

6. Appointment of Lawyers and Experts

When a claim is made against any of You in respect of which an indemnity may be payable under this Policy, We may appoint a lawyer or other expert on Your behalf. We will pay the fees of a lawyer or expert so appointed. If, before Our intervention, You have appointed a lawyer or expert, We shall only be liable to reimburse the reasonable fees of the lawyer or expert and then only on such basis as We shall at Our Discretion decide.

7. Sue and Labour

- i) We may sue and labour on Your behalf. You agree to co-operate fully.
 - ii) It is Your duty and that of Your agents in all cases to take such measures as may be reasonable for the purpose of averting or minimising loss, damage, liability or expense, that is insured under this Policy.
 - iii) If you obtain Our prior approval of the steps You intend to take, We will reimburse expense incurred by You in fulfilling Your obligations under sub-clause 7.ii) Our liability under this clause shall be subject to the relevant limit and deductible and shall not be treated as a supplementary engagement.
 - iv) Clause 5 shall prevail, in the event of any conflict with this clause.
- ii) If You obtain Our written approval of the steps to be taken, We will reimburse expenses incurred by You in fulfilling Your obligations under sub-clause 8.i). Our liability under this sub-clause 8.ii) shall be subject to the relevant limit and deductible and shall not be treated as a supplementary engagement.
 - iii) We are entitled to the benefit of any actual and potential recoveries from Third Parties who, whether through a civil wrong or breach of contract, may have caused or contributed to a claim recoverable under this Policy.
 - iv) If any recovery is made prior to settlement of Your claim, We shall be entitled to take credit for the recovery in quantifying Our liability.
 - v) All recoveries and potential recoveries shall be held in trust first for the payment of reasonable legal or other experts' fees incurred in making the recovery, then for Our benefit and finally for Your benefit.
 - vi) In apportioning the benefit of any recovery,

8. Subrogation

- i) You must take all necessary steps to preserve and pursue rights of recovery that may inure to Our benefit. If requested by Us, You must assign such rights of recovery to Us.

the following principles will apply: -

- a) Interest shall be applied to all relevant sums (including Policy Limits, deductibles and all sums already paid by You or Us) at the Central Bank Lending Rate for the currency concerned, in order to attribute to them a value as at the date of the recovery. The resulting figures shall be the basis for the allocation and distribution of the recovery.
- b) Your claim shall be re-calculated as though payable by Us on the day following the date of the recovery and the recovery shall be allocated and distributed to reflect the re-calculation. In no circumstances however shall the making of a recovery result in Our having to make any additional payment to You, save to account to You for interest notionally due pursuant to such re-calculation.

- vii) In no circumstances shall this insurance inure to the benefit of Your contractor, sub-contractor, joint-venturer, customer or any other person.
- viii) You shall not, without Our prior written consent, give any waiver of subrogation to any person not an Insured.

9. Deductibles and Policy Limits

- i) In calculating our liability, credit will be given to Us for any relevant deductible, as may be stated in the Schedule.
- ii) If a circumstance, accident or Occurrence gives rise to more than one claim, then the largest deductible alone shall apply.
- iii) The limit under each applicable insured Section shall, unless the contrary is stated, apply to limit Our liability for any event or Occurrence, or series of events or Occurrences, arising out of one cause.
- iv) In no circumstances whatsoever shall Our liability, including sue and labour, legal fees and costs, exceed the

Policy Limit set out in the Schedule.

4 Optional Covers

Section 2 - Property and Stocks

If the Property insured or any part thereof shall be accidentally physically lost destroyed or damaged, We will pay You the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at Our option reinstate or replace such property or any part thereof.

Provided that

- 1) Our liability shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of Us.
- 2) Our liability individually in respect of such loss destruction or damage shall be limited to the proportion set against our name.

Exclusions

We will not indemnify You in respect of

1. a) Electrical or mechanical breakdown or

derangement of plant machinery or equipment;

- b) Deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system;
- c) Subsidence ground heave landslip erosion settling or cracking.

Unless either

- i) Caused by
 - Fire
 - Lightning
 - Explosion

(for the purposes of this Exception "explosion" shall not mean the bursting or disruption of turbines compressors, transformers rectifiers, switchgear engine cylinders, hydraulic cylinders, fly-wheels or other moving parts subject to centrifugal force or boilers or economizers or other vessels machinery or apparatus in which pressure is used)

Aircraft or other aerial devices or articles

dropped there from;
Impact by vehicles watercraft locomotives or rolling stock;
Earth quake;
Riot or malicious acts;
Strikers locked-out workers or persons taking part in labour disturbances;
Storm tempest flood.

OR

ii) Resulting in the occurrence of any of the events in (i) above then We will only indemnify You under the terms of the Policy in respect of the resultant loss destruction or damage.

2. Loss destruction or damage to:-

- a) Property in course of manufacture if such loss destruction or damage is sustained while the property is being actually worked on and directly resulting from such work
- b) Property in course of construction or erection

- c) Boilers economizers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture
 - d) Plant machinery or equipment during installation dismantling or the stripping down and assembly in respect of any re-siting operations
 - e) Electrical equipment or wiring caused by electrical current (other than lightning)
 - f) Money cheque bullion negotiable instruments and securities of all kinds
 - g) Animals growing crops or standing timber
 - h) Dams reservoirs piers wharves jetties bridges or tunnels
 - i) Any vehicle licensed for road use railway locomotive and rolling stock water craft or aircraft or property contained in water craft or aircraft
 - j) Property whilst in transit other than at any premises described in the schedule
 - k) Documents manuscripts business books or computer systems records for the value to the Insured of the information contained therein
- However, we will indemnify You in respect of loss destruction or damage to
- i) Documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labor expended in writing up
 - ii) Computer systems records but only for the value of the materials together with the costs and expenses necessarily incurred by You in reproducing such records (excluding any costs or expense in connection with the production of information to be recorded therein)
- 3. a) Consequential loss of any kind or description whatsoever

- b) Loss resulting from dishonesty fraudulent action trick device or other false pretence
- c) Loss resulting from theft unless accompanied by violence to persons or threat of violence or forcible and violent entry to or exit from the premises
- d) Loss resulting from unexplained or mysterious disappearance or shortage revealed at any periodic inventory or shortages in the supply or delivery of materials or loss or shortage due to clerical or accounting error
- e) The cost of replacing or rectifying defective materials workmanship design or defect or omission in design plan or specification
- f) Contamination pollution wear and tear corrosion vermin fungus rot gradual deterioration deformation or distortion shrinkage

- g) The cost of normal upkeep or normal making good
 - h) The freezing or solidification of molten material
- 4. Loss destruction or damage by storm tempest water hail frost or snow to property
 - a) In the open (other than buildings structures and plant designed to exist and operate in the open)
 - b) Contained in open-sided buildings
- Unless so described and specifically insured as a separate item in the Schedule
- 5. The amount stated in the Schedule as the Deductible in respect of each and every occurrence or a series of occurrences consequent on or attributable to one source or original cause giving rise to loss destruction or damage the subject of indemnity under this policy.

evaporation loss of weight change in flavour colour texture or finish or action of light

Special Conditions Hazardous Goods

Unless specifically mentioned in the schedule no hazardous goods as defined below shall be kept stored or used in or upon the premises described in this policy,

Ammunition, Blacks of all kinds, Bitumen Tar & Pitch, Calcium Carbide, Celluloid (other than manufactured articles), Cellulose paints, Chlorates, Cotton and other Vegetable Fibres and Waste, Explosives, Fireworks, Gas in Cylinders, Magnesium, Matches, Metallic Powders, Naphtha and its derivatives, Nitrates and Nitrides, Nitric and Sulphuric Acid, Potassium and its compounds, Resins, Rubber Solution and Contact Adhesives, Sulphur and Sulphides Liquid fuels (other than fuel in the tank of motor vehicles), fumigants, Mineral Oils and Spirits, Varnishes and Lacquers, Solvents, Spirits and other inflammable liquids, Flashing below 65 degrees Centigrade.

Alteration

Under any of the following circumstances the insurance under this Policy ceases to attach as regards the property affected unless

the Insured before the occurrence of any loss or damage obtains the sanction of the Insurers signified by endorsement upon the Policy by or on behalf of the Insurers

- a) If the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building insured or containing the Insured property be changed in such a way as to increase the risk of loss or damage
- b) If the building insured or containing insured Property becomes unoccupied and so remains for a period of more than 30 days
- c) If the Property Insured be removed to any building or place other than that in which it is herein stated to be insured
- d) If the interest in the Property Insured passes from the Insured otherwise than by will or operation of law

Misdescription

If there be any material Misdescription of any of the Property Insured or of any

building or place in which such property is contained or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact the Insurers shall not be liable under this Policy so far as it relates to property affected by any such Misdescription misrepresentation or omission.

Safeguards and Maintenance

The Insured shall at all times and as far as is reasonably practicable take steps to safeguard the Property Insured and maintain it in a proper state of repair. The Insured shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the Property Insured.

Reinstatement

If the Company elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly

or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.

Marine

This Insurance does not cover any loss or damage to property which at the time of happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

Additional Benefits:

Increased Cost of Working

Additional expenditure reasonably incurred for the sole purpose of avoiding or diminishing the interruption or interference of business which but for that expenditure would have taken place during the indemnity period in consequence of the accidental physical loss or damage occurred in the business premises.

Maximum loss payable under this benefit is limited to a maximum of AED/SAR/QAR 100,000 or BHD/OMR 10,000 within the maximum indemnity period of 6 months.

Rent

Rent incurred for the business premises, if the same or part thereof becomes untenable as a result of an occurrence, which is the subject of a valid claim under this section.

Maximum loss payable under this benefit is limited to a maximum of AED/SAR/QAR 50,000 or BHD/OMR 5,000, or the actual rent lost whichever is less upto a maximum period of 6 months.

Documents and Business Books

Written books deeds manuscripts business books architects plans and other documents but only for the value of the material as stationery together with the cost of clerical labour expended in writing up and not for the value of the information contained therein.

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

Computer system records

Computer system records but only for the value of the material together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value of the information contained therein.

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

Debris Removal

Costs and expenses necessarily incurred for the removal of debris following an accidental loss.

Maximum loss payable under this benefit is restricted to a maximum limit of AED/SAR/QAR 25,000 or BHD/OMR 2,500.

Expediting Expenses

Expenses necessarily and reasonably incurred for the purpose of reducing the material damage loss of Insured property, including overtime, night time, holiday working and the extra cost of air freight, courier or any other rapid means of transportation.

Maximum loss payable under this benefit is restricted to a maximum of AED/SAR/QAR 50,000 or BHD/OMR 5,000.

Loss Minimisation Expenses

Expenses that are necessarily and reasonably incurred for the purpose of minimizing loss or damage to the Property insured hereunder caused by an Insured Peril.

Maximum liability under this extension shall not exceed AED/SAR/QAR 50,000 or BHD/OMR 5,000.

Fire Extinguishing Expenses

Expenses including wages of your employees other than full time members of a Works Fire Brigade, and cost of replenishment of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.

The Company's maximum liability under this extension shall not exceed AED/SAR/QAR 50,000 or BHD/OMR 5,000.

Memoranda 1:

Besides cover for property

on premises other than stock per location of AED/SAR/QAR 2.5 Million or BHD/OMR 250,000, this Section is designed to indemnify You for any claim against You from Your customers for damage to their goods whilst under Your care custody and control and caused by operational perils without the necessity to prove negligence on Your part.

Cover is limited to the extent of AED/SAR/QAR 500,000 or BHD/OMR 50,000 each customer subject to a maximum limit of AED/SAR/QAR 5 Million or BHD/OMR 500,000 in the aggregate. You should ensure that your customers have adequate insurance for Force Majeure perils (Fire & Act of God Perils) for the goods held in Your custody.

Memoranda 2:

Under no Circumstances shall our liability under this Section including all the Additional Benefits, during any one Policy Period, exceed the loss limit mentioned on the Policy Schedule.

Section 3 - Public Liability

We shall indemnify You (or in the event of death your legal representatives) against all sums which You

shall become liable at law to pay as compensation for

- (i) Accidental bodily injury to any person.
- (ii) Accidental loss or damage to material property caused in connection with the Business and happening within the Territorial Limits stated in the Schedule during the Period of Insurance.

Provided always that

- 1. We shall only be liable for occurrences caused through the fault or negligence of You or Your employees whilst engaged in the Business.
- 2. a) Our liability of under this Policy for all compensation payable shall not exceed the Limits of Indemnity whether in respect of Any one Occurrence or in Any one Period of Insurance.
- b) The term “Any one Occurrence” shall be deemed to mean any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

- 3. We will also pay
 - a) All costs and expenses recoverable by any claimant from You.
 - b) All costs and expenses incurred with Our written consent in respect of any claim to which the indemnity expressed in this Policy applies.
- 4. We shall not be liable for claims notified after a period of twelve months from the date of occurrence of the event, unless the policy is renewed continuously with Us.

Exclusions

We shall not be liable under this Policy in respect of

1. Liability to Employees

- i) Bodily injury to or disease contracted by any person in Your employment or apprenticeship arising out of and in the course of such employment or apprenticeship.
- ii) Any person claiming compensation from You under any Workmen’s Compensation Act

or Ordinance and/ or at Common Law and/or at Shariah Law as a workman in the service of a sub contractor under You.

2. Owned or Hired Property

Loss of or damage to property belonging to or hired by You.

3. Custody or Control of Property

- i) Loss of or damage to property in the care custody or control of You or any of Your employees other than buildings temporarily occupied but not owned or tenanted by You for the purpose of alteration decoration or repair.

- ii) Loss of or damage to that part of any property upon which You or any of Your employees are or have been working.

4. Subsidence Vibration Removal or Weakening of Support

Damage to property (including land or buildings or sewers or gas electric water or other mains or pipes) caused by subsidence vibration or by the removal or weakening of support .

5. Motor Vehicles

Liability arising out of the ownership possession or use by or on behalf of You of any mechanically propelled vehicle including trailers whether used on public road or otherwise.

6. Aircraft, Watercraft and Railway

Liability arising out of the ownership possession or use by or on behalf of You of any

- i. Aircraft or Hovercraft
- ii. Drilling Platform or Rig
- iii. Watercraft of any kind or description
- iv. Railway rolling stock

7. Lifts Escalators Cranes and Power Operated Lifting Tackle

Liability arising out of the ownership possession or use by or on behalf of You of any lift escalator crane hoist or other power operated lifting tackle except such as may be specified in the Schedule under the heading Plant.

8. Defective Drains Sewers Sanitary Arrangements Seepage Pollution or Contamination

- i) Bodily injury disease loss or damage to property directly or indirectly caused by or through or in connection with defective drains sewers or sanitary arrangements seepage pollution or contamination.
- ii) The cost of removing cleaning-up or nullifying seeping polluting or contaminating substances.

9. Professional Liability

Remedial or other treatment or advice administered or given by You or by any person acting on Your behalf or any professional neglect error or omission of You or of Your employees or any person acting on Your behalf.

10. Products Liability

Any commodity which You or Your employees have manufactured sold supplied repaired serviced tested designed specified formulated constructed installed distributed treated altered or processed after such commodity has been removed from the premises occupied by You .

11. Non-Specified Property Premises or Liability

Your ownership or tenure of any land or building not specified in the Schedule under the heading of the Premises.

12. Contractual Liability

Liability under any agreement under which You have assumed liability which would not have attached in the absence of such agreement.

13. Fines and Penalties

Fines liquidated damages or damages awarded under any penalty clause or any punitive or exemplary damages.

14. Libel Slander and Like

Liability arising from Libel Slander or Infringement of Plans Copyright Patent Trade Name Trademark or Registered Design.

15. Deductible/Excess

The Deductible/ Excess stated in the Schedule which You are responsible in respect of each and every occurrence of loss of or damage to property.

16. Genetically Modified Organism (GMO)

Any loss or liability which arises out of or in connection or from dealing with a GMO, a GMO product or product with GMO component is expressly excluded.

17. Mining

Any loss or liability arising from mining risks both open-cut and underground.

**Additional Benefit:
Tenants Liability**

Exclusion 2 shall not apply in the event of loss or damage to premises (or fixtures or fittings thereof) hired or rented by You.

Provided that this extension shall not apply to liability in respect of

- a) such loss or damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in absence of such agreement.
- b) the first AED 1,000 of such loss or damage caused otherwise than by fire or explosion. Maximum loss payable under this benefit is AED/SAR/QAR 100,000

or BHD/OMR 10,000 any one occurrence and in aggregate during any one period of Insurance.

Section 4 - Legal Liability To Employees

A. Workmen's Compensation

If at any time during the Period of Insurance any employee in Your immediate service shall sustain bodily injury by accident or disease arising out of and in the course of his employment by You in the Business described in the Schedule and no other for the purpose of this Insurance and if You shall be liable to pay compensation for such injury under the Law(s) set out in the Schedule then subject to the terms exceptions and conditions contained herein or endorsed hereon We will indemnify You against all such sums for which You shall be so liable to pay in accordance with such law(s) stated in the Schedule.

Provided always that

- 1. We will pay all costs and expenses incurred with Our consent in defending any claim for compensation.

- 2. a) The total amount payable by Us for compensation and all costs and expenses in respect of any and all claims arising out of one sudden occurrence or series of sudden occurrences consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule irrespective of the number of employees who may sustain injury consequent on or attributable to the same source or original cause.
- b) For the purpose of establishing the total amount payable by Us in respect of one Period of Insurance it is understood that for any one claim where injury is caused over a period which extends outside such Period of Insurance the amount of compensation costs and expenses indemnifiable arising out of such claim shall be limited

to no more than the proportion of the total amount of compensation costs and expenses for the claim as the length of such Period of Insurance (or part thereof as applicable) bears to the total length of the period during which such injury is caused.

- 3. In the event of any change in Law(s) or the substitution of other legislation therefore this Policy shall remain in force but Our liability shall be limited to such sum as We would have been liable to pay if the Law(s) had remained unaltered

B. Employer's Liability

If at any time during the Period of Insurance any employee in Your immediate service shall sustain bodily injury by accident or disease arising out of and in the course of his employment by You in the Business described in the Schedule and no other for the purpose of this Insurance and You shall be liable AT LAW to pay compensation for such injury or disease then subject to the terms exceptions and conditions contained therein or

endorsed hereon We will indemnify You against all such sums for which You shall be so liable.

Provided always that

- 1. We shall only be liable for accidental bodily injury or disease arising out of and in course of employment by You in the Business and caused through
 - a) The fault or negligence of You or Your employees while engaged in Your Business.
 - b) Your fault or negligence in NOT providing
 - i) Safe plant and machinery;
 - ii) A safe place of work;
 - iii) A safe system of work.
- 2. We will also pay
 - i) All costs and expenses recoverable by any claimant from You.
 - ii) All costs and expenses incurred with Our written consent in respect of any claim to which the indemnity expressed in this Policy applies.

- 3. a) The total amount payable by Us for compensation and all costs and expenses in respect of any and all claims out of one sudden occurrence or series of sudden occurrences consequent on or attributable to one source or original cause shall not exceed the limit of Indemnity stated in the Schedule irrespective of number of employees who may sustain injury consequent on or attributable to the same source or original cause.
- b) For the purpose of establishing the total amount payable by Us in respect of one period of insurance it is understood that for any one claim where injury is caused over a period which extends outside such period of insurance the amount of compensation costs and expenses indemnifiable arising out of such claim shall be limited.

to no more than the proportion of the total amount or compensation costs and expenses for the claim as the length of such period of insurance (or part thereof as applicable) bears to the total length of the period during which such injury is caused.

4. If at the time of any claim there shall be any other policy of indemnity or insurance in favour of or effected by or on behalf of You applicable to such claims We shall only be liable under this Policy for any excess beyond the amount which would be payable under such other indemnity or insurance.
5. We shall not be liable for claims notified after a period of twelve months from the date of occurrence of the event unless the policy is renewed continuously with Us.

Exclusions

We shall not be liable under this Policy in respect of

- a) **Your Contractors**
Your liability to employees of Your contractors.
- b) **Excluded Workmen**
Any person who is not under a contract of service or apprenticeship with You and/or who is not a "workman" within the meaning of the law(s).
- c) **Wilful act or omission**
Any injury by accident or disease which results from Your wilful act or omission and which reasonably could have been expected having regard to the nature and circumstances of such act or omission.
- d) **Liability under Contract or Agreement**
Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- e) **Recovery from Other Parties**
Any sum which You would have been entitled to recover from any party but for an agreement between You and such party.
- f) **Fines and Penalties**
Fines liquidated damages or any punitive or exemplary damages.
- g) **Geographical Area**
Any bodily injury sustained outside the Geographical Area stated in the Schedule.
- h) **Sickness and/or Disease**
Sickness and/or disease other than occupational disease arising from or through or in consequence of any event defined in 1(a) and/or (b) of employer's liability wording.
- i) **Aircraft, Watercraft and Railway**
Liability arising out of the ownership possession or use by or on behalf of You of any
 - i) Aircraft or Hovercraft
 - ii) Drilling Platform or Rig
 - iii) Watercraft of any kind or description
 - iv) Railway rolling stock
- j) **Professional Pilots and Air Crew**
Any loss or liability to professional pilots and air crew is excluded unless otherwise agreed and noted in the policy schedule

- k) **Mining**
Any loss or liability arising from mining risks both open-cut and underground

ADDITIONAL BENEFITS

Medical Expenses

Maximum of AED/SAR/QAR 5,000 or BHD/OMR 500 per person per occurrence

Repatriation Expenses

Expenses incurred for the repatriation of the body of the deceased employee and/or seriously injured employee on the advice of competent medical authorities in consequence of any event covered by this policy.

Maximum loss payable under this benefit is AED/SAR/QAR 5,000 or BHD/OMR 500 per person per occurrence (including accompanying person).

5 General Exclusions

We shall not be liable under this Policy in respect of,

War & Terrorism Exclusion

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) Capture, seizure, arrest, restraint, detention, confiscation, nationalisation, requisition or pre-emption and the consequences of, or any attempt at any of these;
- iii) Derelict mines, torpedoes, bombs or other derelict weapons of war.

- iv) Strikers, locked-out workmen, or persons participating in labour disputes and disturbances (whether legal or otherwise) and the consequences of strikes, lock-outs, labour disputes and disturbances. (not applicable to Sections 2, 3 and 4).
- v) Destruction of or damage to property by or under the order of any Government or public or local authority.
- vi) Any loss, damage, liability or expense arising from terrorism, and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organisation(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means, or putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s)

concerned are wholly or partly of a political, religious, ideological or similar nature.

This Exclusion 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) to (vi) above.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith.

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from

- i) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- iii) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- iv) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- v) Any chemical, biological, bio-chemical, or electromagnetic weapon.

Date Recognition Exclusion Date Related Computer Failure

- i) Any loss or destruction of or damage to property or consequential loss arising therefrom or any other loss cost or expense directly or indirectly caused by or consisting of or arising from.
- ii) Any legal liability directly or indirectly caused by or contributed to by or arising from the inability or failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether Your property or not and whether occurring before during or after the year 2000.
- a) Correctly to recognise any date as its true calendar date or;
- b) To capture save or retain and/or correctly to manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date or;
- c) To capture save or retain and/or correctly

to manipulate interpret or process any data or information as a result of the operation of any command which has been programmed into any computer software which causes loss of data or information or the inability to capture save retain or correctly to process such data or information on or after any date.

But this does not exclude subsequent loss destruction or damage arising therefrom as insured and not otherwise excluded by the policy which itself results from any of the following named perils which are insured by the Cover under which the loss arises;

Named perils

Fire lightning explosion aircraft aerial devices or articles falling from them riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons thieves robbers earthquake storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or subsidence.

Cyber Attack Exclusion

This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith

- i) Subject only to clause (ii) below, in no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system or negligent transfer (electronic or otherwise) of a computer programme 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.
- ii) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any

hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause (i) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Asbestos Exclusion

Excluding all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- i) Asbestos, or
- ii) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

This exclusion shall not, however, encompass injury or damage involving products containing Asbestos where the existence of Asbestos is not

in itself a direct or indirect cause of the injury or damage.

6 Claims Conditions

Notice Of Claim

On the happening of an event for which a claim is or may be made under this Policy You shall

- i) Immediately give written notice to Us.
- ii) Give immediate notice to the police authority in respect of malicious damage robbery theft or fraud.
- iii) Take all practical steps to avoid minimise or check any injury disease loss destruction or damage.
- iv) Retain unaltered and unrepaired anything in any way connected with such event for such time as We may reasonably require.
- v) Keep Us fully informed of all facts and make available documents within Your custody, possession or power in connection with any claim or circumstance which may give rise to a claim against Us.
- vi) Within thirty days of the event unless a further time has been allowed in writing by Us at Your own expense produce for Us full particulars of the claim together with details of any other insurance(s) covering the

same liability.

- vii) At Your own expense furnish all information evidence and assistance (including if requested a statutory declaration of the truth of the claim) as We may reasonably require.
- viii) Notify or forward unacknowledged to Us immediately on receipt every letter claim writ summons and/or process in connection therewith.
- ix) Give immediate written notice to Us on being advised of any impending prosecution inquest or fatal enquiry in connection with any occurrence for which there may be liability under this Policy.
- x) Comply with all statutory requirements concerning work related accidents or disease.

Company Rights after a Loss

On the happening of any loss destruction or damage to any of the Property Insured We may

- i) Enter and take and keep possession of the building or premises where the loss or damage has happened.

- ii) Take possession of or require to be delivered to Us any property belonging to You in the building or on the premises at the time of the loss or the damage.
- iii) Keep possession of any such property and examine sort arrange remove or otherwise deal with the same.
- iv) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that You make no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and We shall not by any act done in the exercise or purported exercise of Our powers hereunder incur any liability to You or diminish Your right to rely upon any of the conditions of this Policy in answer to any claim.

If You or any person on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in the exercise of Our powers hereunder all benefit under this Policy shall be forfeited

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

Claims Co-Operation

You shall at our request and expense do and concur in doing and permit to be done all such acts as may be necessary or reasonably required by Us for the purpose of

- i) Defending any claim
- ii) Enforcing any rights and remedies or
- iii) Of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying for or making good any loss destruction or damage under this Policy whether such acts shall be or become necessary before or after Your indemnification by Us

Claims Control

- i) No admission offer promise payment or indemnity in connection with any injury loss or damage liability or claim shall be made or given by You or on Your behalf without Our written consent

- ii) We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and shall give all such information and assistance as We may require.
- iii) You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

Discharge of Liability

We may at any time pay You

- i) In connection with any claim or series of claims to which a Limit of Indemnity in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause is applicable the amount of such limit (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled.

- ii) In connection with all claims to which a Limit of Indemnity in respect of any one Period of Insurance is applicable the amount of such limit (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made We shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Forfeiture/ Fraudulent Claims

If any claims upon this Policy be in any respect fraudulent or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Policy or if the loss destruction or damage be occasioned by Your willful act or with Your connivance all benefit under this Policy shall be forfeited.

Time Limitation

If a claim be made and rejected and an action or suit be not commenced

within three months after such rejection or (in case of an arbitration taking place in pursuance of the General Condition of Arbitration of this Policy) within three months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited.

Subrogation

You shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying for or making good any loss destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

Contribution – Other Insurances

If at the time any claim arises under this Policy there be any other insurance covering the same liability We shall not be liable to pay or contribute more than Our rateable proportion of such claim and costs and expenses in connection therewith.

7 General Conditions

Unity of Policy and Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

Reasonable Care and Selection of Employees

You shall take all reasonable care in the selection and employment of competent employees and shall take reasonable precautions to prevent accidents and disease and to comply with all statutory obligations/requirements.

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.

Cancellation

This Policy may be terminated at any time at Your request in writing in which case We will retain

the customary short period rate for the time the Policy has been in force. This Policy may also be terminated at any time at Our option, on thirty days notice to that effect being given to You, in which case We shall be liable to repay on demand a rateable proportion of the Premium for the unexpired term from the date of the cancellation.

Adjustment of Premium and Keeping of Records

If the premium for this Policy is calculated on estimates furnished by You You shall keep an accurate record relative thereto and shall at all times allow Us to inspect such record You shall within one month from the expiry of each period of insurance furnish such particulars and information as We may require. The premium for each period shall thereupon be adjusted and the difference paid by or allowed to You as the case may be subject to any minimum premium required.

Alterations of Risk

If any change shall occur materially varying any of the circumstances disclosed to Us You shall as soon as

reasonably practicable give notice of such change with full particulars thereof and We shall have the right to vary the terms of this Policy.

Alterations to Policy

No alteration in the terms of this Policy will be held valid unless the same is signed or initialled by an authorised Official of the Company.

Privity of Contract

This Policy of insurance is a private and exclusive contract between You and Us. All benefits, rights and obligations under the terms hereof belong to or are owned by You and Us. We are under no obligation whatsoever to defend, settle, compromise or otherwise respond to any action or claim brought directly and solely against Us in respect of any risk covered by this Policy of Insurance by any person who is not a party to the said contract.

Nothing in this clause or condition or in the contract generally shall prevent Us from exercising Our rights of subrogation against any person who is not a party to this contract.

Observance of Terms

The due observance and fulfillment of the

terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by You and the truth of the statements and answers in the Proposal shall be conditions precedent to Our liability to make any payment under this Policy.

Territorial Scope

This insurance only covers Your Insured Services and risks situated within the Territorial Scope of this contract and as agreed by Us.

Waiver

No forbearance or delay by Us shall result in a waiver of any of Our rights.

Assignment

You may not assign this Policy or any of its benefits.

Notices

Any notice to You, or to any of You, will be valid if given in writing to the insurance broker (if any) who placed this Policy on Your behalf.

No Third Party Benefit

This contract is not intended either: -

- i) To confer any benefit on any Third Party or
- ii) To be enforceable by any Third Party.

Arbitration

If any difference arises out of this Policy We shall immediately notify You in writing of Your 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 calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of 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 twenty four calendar 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.

Jurisdiction

This Policy applies only to judgements delivered by or obtained from a Court of Competent Jurisdiction in a member country of the Gulf Cooperation Council.

If for any reason any portion of this Policy shall be held invalid or unenforceable, it is agreed that this will not affect the validity or enforceability of the remainder of the Policy. Further, You and We agree that if any of the Policy provisions are determined to be invalid or unenforceable, such provision or provisions shall be deemed removed from the Policy for purposes of enforcing it. Any such deletion will only apply in the jurisdiction in which it is made; provided, further, that if any provision is considered unenforceable to its full extent, You and We agree that such provision shall nonetheless be enforceable to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.



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

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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.