



Hotel Comprehensive Umbrella

Policy Handbook Hotel

Table of contents

1. Foreword	1
2. Definitions	2
3. Standard covers	8
4. Optional covers	28
5. Conditions of cover, & general terms and exclusions, applicable to all sections	70
6. Complaints procedure	79

1. Foreword

Thank You for choosing AXA – the number 1 global Insurance brand. With over 107 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 Hotel business by providing the essential Insurances needed and offers You optional additional sections to cover Your specific needs.

1.1 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 attached Schedule, and return the Schedule immediately if any details are incorrect.

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.

1.2 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.

1.3 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

2.1 GENERAL DEFINITIONS

Damage

Unforeseen, sudden and accidental physical loss or Damage to an Insured Property, due to a cause not otherwise excluded.

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.

Insured Location

The premises where Your hotel is operating as stated in the Schedule.

Money

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

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 Damage
- Earthquake, storm, flood
- Escape of water from any tank apparatus or pipe
- Impact by a road vehicle or animal.

Period of Insurance

The period commencing the day stated in the Schedule and terminating after the date stated in the Schedule, both days inclusive. If either party wished to trigger the cancellation clause before this, this will effectively put an end to the Period of Insurance.

Rate of Gross Profit

The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss.

Standard Turnover

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

We/Us/Our/Company

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

You/Your/Insured

The Company Insured, as indicated in the Schedule.

2.2 SPECIFIC DEFINITIONS FOR POLITICAL VIOLENCE

Act of Terrorism

Shall mean an unlawful act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Actual Cash Value

Means the cost to repair or replace the Buildings or Contents with a proper deduction for obsolescence, wear and tear.

Buildings

Shall mean any roofed and walled structure, machinery and equipment, signs, glass, lifts, fixed fuel tanks, driveways, footpaths, walls, gates, satellite dishes and their fittings and masts, provided always that the Insured owns or is legally responsible for such Buildings and provided that the Buildings are situated at an Insured Location. Where specifically requested by the Insured and agreed to by Underwriters and declared to Underwriters in Schedule 2 to the Policy, "Buildings" shall also include underground mines, tunnels, wells, caverns, dams, water shafts, power tunnels, dikes, levees, gates, flumes and any property contained therein.

Civil Commotion

Shall mean the same as Riots as defined in this Policy.

Civil War

Shall mean an internecine War, or a War carried on between or among opposing citizens of the same country or nation.

Contents

Shall mean fixtures and fittings, interior decorations, office furniture and stock (including finished goods manufactured by the Insured or held for sale), provided always that the Insured owns or is legally responsible for such Contents and provided that such Contents are situated at an Insured Location.

Coup d'état

Shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.

Declared Values

Shall mean the amounts stated in Schedule 2 to the Policy.

Deductible

Shall mean the deductible(s) stated in item 7 of Schedule 1 in respect of any one Occurrence. Each Occurrence shall be adjusted separately and from the amount of each adjusted loss, the Deductible shall be deducted.

Electronic Data

Shall mean facts, concepts and information converted to a form useable for communication, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Insured

Shall mean the entity or entities stated in item 1 of Schedule 1.

Insured Country

Shall mean the country in which the Insured's principal place of business is situated as described in Schedule 2 to the Policy:

Insured Location

Shall mean the locations as described in Schedule 2 to the Policy.

Insurrection, Revolution and Rebellion

Shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

Malicious Damage

Shall mean all physical loss or physical Damage resulting directly from a malicious act by anyone during a disturbance of the public peace where such malicious act is perpetrated for political reasons by known or unknown person(s).

Mutiny

Shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer:

Net Loss

Shall, in respect of Buildings, mean the reasonable cost of repairing, replacing or reinstating (whichever is the least) on the same site, or nearest available site (whichever incurs the least cost) to a condition substantially the same as but not better than the condition of the Buildings immediately prior to the loss, subject to the repairing, replacing or reinstating being carried out and subject to the following provisions:

1. The repairs, replacement or reinstatement (all hereinafter referred to as “replacement”) must be executed with due diligence and dispatch.
2. If the Buildings are not repaired, replaced or reinstated within a reasonable period of time the Underwriters shall only pay the Actual Cash Value.
3. If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, Underwriters’ total liability for any increased cost of replacement due thereto shall be limited to the Policy Sub-Limit stated in item 6 of Schedule 1 for any one Occurrence which liability shall, for the avoidance of doubt, form part of and shall not be in addition to the Policy Limit.
4. In respect of Contents, “Net Loss” shall mean:
 - i) On finished goods sold and awaiting collection, the regular selling price, less all discounts and charges to which such goods would have been subject to had no loss occurred.
 - ii) On all other stock, the value of raw materials and labour expended.
 - iii) For property of others, the amount for which the Insured is legally liable but in no event to exceed the Actual Cash Value.
 - iv) For film, tape, disc, drum, cell and other magnetic recording or storage media for

electronic data processing, an amount not exceeding the cost of such media in an unexposed or blank form plus the costs of copying electronic data from back up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired or replaced the basis of valuation shall be the cost of the blank media. This Insurance does not insure any amount pertaining to the value of such electronic data to the Insured or any other party.

- v) On documents other than (iv) above an amount not exceeding the cost of blank material plus the cost of labour incurred by the Insured for transcribing or copying such records. This Insurance does not insure any amount pertaining to the value of such documents to the Insured or any other party.
 - vi) On all other property, the Actual Cash Value.
5. In respect of the removal of debris pursuant to Clause 2.2 above, “Net Loss” shall mean the necessary and reasonable expenses incurred by the Insured with Underwriters’ prior written consent in the removal of said debris.
 6. All amounts shall be calculated at the date of loss and in no event shall Underwriters be liable for more than the Policy Limit.

Occurrence

Shall mean any one loss and/or series of losses arising out of and directly occasioned by one act or series of acts for the same purpose or cause. The duration and extent of any one Occurrence shall be limited to all losses sustained by the Insured in respect of Buildings and Contents Insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However, no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical Damage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

Operations

Shall mean the Insured’s business operations at one or more of the Insured Locations.

Policy Period

Shall mean the period stated in item 3 of Schedule 1.

Policy Limit

Shall mean the limit stated in item 5 of Schedule 1 in respect of any one Occurrence and in the aggregate for all loss and Damage Insured hereunder, including for the avoidance of doubt, any amount(s) paid in respect of the Policy Sub-limit.

Policy Sub-Limit

Shall mean the Net Loss Clause 3 Policy sub-limit stated in item 6 of Schedule 1 for any one Occurrence and in the aggregate for all loss and Damage under Clause 3 of the definition of “Net Loss”, which sub-limit shall, for the avoidance of doubt, form part of and shall not be in addition to the Policy Limit.

Riots

Shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

Strikes

Shall mean any wilful act of any striker or locked-out worker in the furtherance of a strike or in resistance to a lock-out or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

Sabotage

Shall mean wilful physical Damage or destruction perpetrated for political reasons by known or unknown person(s).

War

Shall mean a contest by force between two or more sovereign nations, carried on for any purpose, armed conflict of sovereign powers and/or declared or undeclared and open hostilities between sovereign nations.

Underwriters

Shall mean the Underwriters and insurers subscribing to this Policy.

3. Standard covers

3.1 PROPERTY DAMAGE AND BUSINESS INTERRUPTION

Scope of Cover

This Policy covers You against All Risks of physical Damage to the Insured Property during the Period of Insurance, as well as for:

- Business Interruption sustained by You
- Extra Expenses incurred by You as defined hereafter consecutive to an Insured Damage.

Property Damage

The Indemnity in case of a material Damage to the Insured property will be the value of the Insured property at the time of the happening of the Damage, or the amount of such Damage in case of partial loss, or, at Your option, the reinstatement or replacement of the Damaged Insured Property.

Insured property includes:

- Property for which the corresponding value has been declared by You and located at the Insured Locations.
- Which You own, occupy, have a contractual obligation to insure or have an interest to insure, including Guests effects but excluding Motor Vehicles or accessories whilst thereon,
- Comprising of, but not limited to, buildings, landscaping, contents, equipment, stock, glass plate, electronic equipment, furniture, decorations, kitchenware, utensils, tents in the open air along with its contents, sign boards, but excluding all sorts of Money as these are covered under a specific Section in this Policy.
- Provided these are not excluded under section 5.3 - General Exclusions.

Business Interruption

if, consecutive to an Insured Property Damage during the Period of Insurance, the business carried on by You is interrupted or interfered with, the Indemnity will be:

- In respect of Loss of Gross Profit: 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 Property Damage, fall short of the standard Turnover.
- In respect of Increased Cost of Working: The costs and expenses necessarily and reasonably incurred by You for the sole purpose of minimising the reduction in income to Your business during the Indemnity period but not exceeding the loss of Gross Profit thereby avoided.

Extensions

Subject to the limits mentioned in Schedule for any one occurrence and in the aggregate during the Period of Insurance, these extensions are granted within the overall limit/Sum Insured under the Policy:

Expenses: Expediting expenses, debris removal, loss adjuster's fees, architects and professional fees, public authorities.

Glass: Damage caused by accidental external means to all fixed internal and external glass, mirrors, neon signboards and sanitary ware is covered.

Guests effects: The Indemnity granted by this Policy is extended to include the Insured's liability to pay compensation for accidental loss of or Damage to personal effects belonging to Guests:

- Provided that any valuables amongst the Pupil's, Employee's or Guest's personal effects are:
 - Deposited in the custody of the Insured for safe keeping.
 - And kept by the Insured in a locked safe.
- Provided that the Insured shall give to the trainee, Employee or Guest a signed receipt on taking custody of such effects.

Landscaping: Forming an exception to the exclusion of the property mentioned in XX, cover shall be granted, without prejudice to the application of the other exclusions, to landscaping improvements at Insured Locations, excluding the sub-bases, embankments, or soils situated beneath these improvements.

Locks: The cost of replacing the locks following the theft of keys of external doors of the Premises is covered by this Policy.

Samples: Stocks of samples not intended for sale are covered under this Policy.

Capital additions: The Insurance by this Policy shall, subject to its terms and conditions, extends to cover:

1. Any newly acquired and/or newly erected buildings, machinery and plant, insofar as the same are similar and within the same territorial limits, not otherwise Insured.
2. Alterations, additions and improvements to buildings, machinery and plant, but not in respect of any appreciation in value.

Provided that:

- a. At any given time the liability under this extension shall not exceed the percentage of the Sum Insured on buildings and machinery stated in the Schedule.
- b. The Insured undertakes to give particulars of such extension of cover as soon as

practicable and in any event no later more than the time limit specified in the Schedule, and to effect specific insurance thereon retrospective to the date of the commencement of the Insured's liability.

- c. Immediately as such specific Insurance is effected, cover by this extension shall be fully reinstated.

Deterioration of stocks: This Policy extends to include loss of or Damage to goods in refrigeration appliances situated at the premises by deterioration or putrefaction caused by:

1. Rise or fall in temperature because of breakdown, stoppage or failure from any inherent cause of the appliance.
2. Action of refrigeration fumes escaping from the said appliance.
3. Failure of the public supply of electricity and/or gas due to any cause but not following the deliberate act of the supply authority or the exercise by such authority of its power to withhold or restrict supply.

It is Warranted that any appliance more than three years old be maintained under contract with an experienced refrigeration engineer.

Subsidence and landslide: Subsidence or landslip of the site upon which the premises stand following the perils Insured under the Policy, excluding:

- a. Loss, destruction or Damage due to or arising from any work of demolition, building or rebuilding or reconstruction of the Insured premises or any adjacent or adjoining premises or installation or from loading being placed upon buildings.
- b. Destruction or Damage resulting from or attributable to any subsidence which occurred prior to the commencement of this Insurance.
- c. Loss or Damage due to any coastal erosion.
- d. Any claim for which compensation has been provided under any contract of legislation.

Full theft: It is further agreed to extend this Insurance to include the risk of theft and/or attempted theft of the Insured items provided, however the Insured informs the police authorities immediately after any loss or Damage due to theft and/or attempted theft is discovered. Losses 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 errors stands excluded.

Cover only following forcible and/or violent entry or exit.

Denial of access (specific BI): Loss as Insured by this Policy resulting from the interruption of or interference with the business in consequence of Damage (as within defined) to property near the premises which shall prevent or hinder the use of the premises or access

thereto, whether the premises or property of the Insured therein shall be Damaged or not, shall be deemed to be loss resulting from Damage to property used by the Insured at the premises.

Subject to the limits and deductibles stated in the Schedule, this extension is granted within the overall limit/Sum Insured under the Policy.

Contingent business interruption (specific BI): Subject to the conditions of the Policy, loss as Insured by Item XX of this Policy resulting from interruption of or interference with the business in consequence of Damage (as defined) at the mentioned below events or to property as mentioned below shall be deemed to be loss resulting from Damage to property used by the Insured at the premises, provided that, after the application of all other terms, conditions and provisions of the Policy, the liability under this extension in respect of any one occurrence shall not exceed the percentage of the total of the Sums Insured for the above-mentioned items shown against such event or property as the limit.

Failure of public utilities (specific BI): It is agreed and declared that loss as Insured by this Policy resulting from interruption of, or interference with the business carried on by the Insured at the Insured premises, arising out of failure of electric supply at the terminal ends of electricity service feeders, gas works or water works from which the Insured obtained electric/gas/water supply at the Insured premises directly due to Damage (as defined) to property at an electric station or sub-station of public electricity supply from which the Insured obtained electric/gas/water supply shall be deemed to be loss resulting from Damage to property used by the Insured at the Insured premises.

Provided, however, that the Company shall not be liable for any loss caused by the deliberate act of the government municipal or local authority or supply authority not made for safeguarding life or protecting any part of the supply system or by the exercise by any such authority of its power to withhold, restrict or ration supply not necessitated solely by Damage to the supply undertaking's generating or supply equipment by an Insured peril.

Limit of indemnity: The liability of the Company shall in no case exceed in respect of each item the sum set out in the Schedule to be Insured, or in the whole the total Sum Insured or such other sum or sums as may be substituted by endorsement or attachment signed by or on behalf of the Company.

Exclusions

The Company will not indemnify the Insured in respect of:

General exclusions

- Electrical or mechanical breakdown or derangement of plant, machinery or equipment (covered in the scope of the Machinery Breakdown section).

- Deterioration of property due to change in temperature, humidity, failure or inadequate operation of an air-conditioning cooling or heating system (except in the scope of the Deterioration of Stocks extension).
- Subsidence, ground heave, landslip, erosion, settling or cracking (except in the scope of the Subsidence and Landslide extension).

Unless caused by one of the named perils, or resulting in one of the named perils, in which case the Company will only indemnify You under the terms of the Policy in respect of the resultant loss, destruction or Damage.

Excluded Property

- a. Property in the course of manufacture if such loss destruction or Damage is sustained whilst the property is actually being worked on and directly resulting from such work.
- b. Property in course of construction or erection.
- c. Boilers economisers 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, cheques, 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 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 the Company will indemnify the Insured in respect of loss destruction or Damage to:

- a. Documents, manuscripts and business books but only for the value of the materials.
- b. Stationery together with the cost of clerical labour expended in writing up.
- c. Computer systems records but only for the value of the materials together with the costs and expenses necessarily incurred by the Insured in reproducing such records (excluding any cost or expense in connection with the production of information to be recorded therein).

Excluded Damage

- a. Consequential loss of any kind or description whatsoever.
- b. Loss resulting from dishonesty, fraudulent action, hoax 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 shortages 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 evaporation loss of weight change in flavour, colour, texture or finish or action of light.
- g. The cost of normal upkeep or normal making good.
- h. The freezing or solidification of molten material.

Property in the open

- 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.

Deductible

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.

3.2 MACHINERY BREAKDOWN

Scope of Cover

You are covered against any Damage, on Your premises, to the machinery listed in the Schedule, occurring during the Period of Insurance, from causes whether internal or external such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

The Company will indemnify You in respect of such loss or Damage, as hereinafter provided, by payment in cash, replacement or repair (at Your option) up to an amount not exceeding in any one year of Insurance, in respect of each of the items specified in the Schedule, the sum set out and not exceeding in all the total sum expressed in the Schedule as Insured hereby.

This Policy shall apply to the Insured items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for cleaning or overhauling, or during the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

Sum Insured

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. 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.

Basis of settlement

- 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 considered.

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.

Exclusions

- Loss of or Damage to exchangeable tools, e.g. 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, catalysts.
- 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, theft, burglary or attempted burglary, collapse of

buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes.

- Loss or Damage for which a supplier, contractor or repairer is responsible either by law or under contract.
- Loss or Damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not.
- Loss or Damage arising out of the willful act or gross negligence of the Insured or his representatives.
- Loss or Damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale).
- Consequential loss or liability of any kind or description, any payments over and above the Indemnity for material Damage as provided herein.

3.3 PUBLIC LIABILITY

Scope of 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:

- Accidental Bodily Injury or Death to any person.
- Accidental loss or Damage to property arising out of Your business during the Period of Insurance.

Provided that:

1. The Company shall only be liable for occurrences caused through the fault or negligence of the Insured or its Employees whilst engaged in the Business.
 - The liability of the Company 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.
 - 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.
2. The Company will also pay all costs and expenses recoverable by any claimant from the Insured all costs and expenses incurred with the written consent of the Company in respect of any claim to which the Indemnity expressed in this Policy applies.
3. The Company shall not be liable for claims notified after a period of twelve months (12)

from the date of occurrence of the event, unless the policy is renewed continuously with the Company.

Extensions

- **Tenants Liability:** You are covered for Your legal liability for Damage to Your landlord's premises and/ or contents up to the limit contained in the Schedule.
- **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:** notwithstanding anything stated herein to the contrary, the Policy is extended to include liability in respect of bodily injury, disease, loss or Damage caused through foreign or deleterious matter in food or drink supplied by the Insured or his Employees. Provided that the liability of the Company shall not exceed, for all claims occurring in any one Period of Insurance, the Limit of Indemnity as specified in the Policy Schedule.
- **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, up to the limit stated in the Schedule.
- Exclusion pertaining to Lifts or Elevators, Hoists or Cranes, if stated in the Policy, shall not apply to any lift, hoist, crane or elevator on the Insured's premises provided that in respect of lifts and elevators:
 - a. The Company shall not be liable for bodily injury, disease, loss or Damage occurring whilst any such lift or elevator is certified by the manufacturer or any public officer or any person on behalf of the Company to be in a dangerous condition.
 - b. Periodical inspections of the lifts or elevators shall be made by an Inspector appointed under Government Authority (if applicable) or Suppliers' Agents/Established Firms.

Limit of Indemnity under this extension shall not exceed the amount specified in the Policy Schedule.

Exclusions

The Company 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 the employment or apprenticeship of the Insured arising out of and during such employment or apprenticeship.
 - ii) Any person claiming compensation from the Insured 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 the Insured.

2. Owned or Hired Property

Loss of or Damage to property belonging to or hired by the Insured.

3. Custody or Control of Property

- i) Loss of or Damage to property in the care custody or control of the Insured or any of insured's Employees other than buildings temporarily occupied but not owned or tenanted by the Insured to alter decorations or repairs.
- ii) Loss of or Damage to that part of any property upon which the Insured or any of insured's 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 the Insured 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 the Insured 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 the Insured 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, and except those covered as per the "Extensions" paragraph of the present section.

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 the Insured or by any person acting on insured's behalf or any professional neglect error or omission of the Insured or of Insured's Employees or any person acting on behalf of the Insured.

10. Products Liability

Any commodity which the Insured or Insured's 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 the Insured.

11. Non-Specified Property Premises or Liability

The ownership or tenure by the Insured 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 the Insured has 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 the Insured is responsible in respect of each and every occurrence of loss of or Damage to property.

16. Cyber Risk Exclusion

Losses arising, directly or indirectly from:

- a) The loss of, alteration of or Damage to or
- b) 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 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 do not in and of themselves constitute a claim under this Policy.

17. Asbestos Exclusion Asbestos in accordance with the following:
Excluding all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- a) Asbestos, or
- b) 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.

3.4 EMPLOYERS LIABILITY

Scope of 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 defense costs and expenses, because of injury to Your Employees arising out of and during their employment by You.

It is understood that:

1. The Company shall only be liable for accidental bodily injury or disease arising out of and during the employment by the Insured in the business and caused through:
 - The fault or negligence of the Insured or fellow Employees whilst engaged in the business of the Insured.
 - Fault or negligence of the Insured in NOT providing:
 - Safe plant and machinery
 - A safe place of work
 - A safe system of work
2. The Company will also pay
 - All costs and expenses recoverable by any claimant from the Insured.
 - All costs and expenses incurred with the written consent of the Company in respect of any claim to which the Indemnity expressed in this Policy applies.
3. Limit of Indemnity:
 - The total amount payable by the Company 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.

- For the purpose of establishing the total amount payable by the Company 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.
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 the Insured applicable to such claim the Company shall only be liable under this Policy for any excess beyond the amount which would be payable under such other Indemnity or Insurance.
 5. The Company shall not be liable for claims notified after a period of twelve months (12) from the date of occurrence of the event, unless the policy is renewed continuously with the Company.

Exclusions:

- Contractors to the Insured
- Excluded Workmen
- Willful act or omission
- Liability under contract or agreement
- Recovery from other parties and policies
- Fines and penalties
- Claims originating outside the territory of sale
- Sickness and/or disease
- Aircraft and watercraft
- Asbestos

3.5 WORKMEN COMPENSATION

Scope of 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 labor law of the country specified in the Schedule and subject to the terms exceptions and conditions of this policy.

It is understood that:

1. The Company will pay all costs and expenses incurred with its consent in defending any claim for compensation
2. Limit of Indemnity:
 - The total amount payable by the Company 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.
 - For the purpose of establishing the total amount payable by the Company 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 the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

Extensions

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: It is hereby agreed that the Policy shall be extended to cover expenses incurred in the repatriation of the body of any deceased Employee (including escort where necessary) and/or seriously injured and/or occupationally ill Employee on the advice of competent medical authorities in consequence of any event covered by this Policy.

Always provided that:

- a. The maximum amount recoverable under this Extension shall be limited to the amount specified in the Policy Schedule.
- b. Recoverable expenses shall be restricted to costs, including coffin and airline charges, incurred in complying with the regulations of the relevant authority(ies) of the country stated in the Policy, of the carrying airline and of the country of origin of the deceased.
- c. Cover shall not include any expenses incurred in addition to the minimum required by the said regulations, nor any funeral or other expenses incurred after delivering of the remains to the deceased's place of origin.

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

Including transportation to and from work: It is hereby agreed that the Policy shall be extended to cover the insured during the transportation to and from work.

Non-Occupational Personal Accident (24 Hours) – Death & Permanent Total Disability (PTD): It is hereby declared and agreed that notwithstanding any limitation in the Policy or the Laws stated in the Schedule, the cover afforded by this Policy shall be extended to apply to bodily injury so far as defined herein, occurring other than during hours of work within the Territorial Limits mentioned in the Policy, provided always that the limit of liability laid down by the said Laws shall apply in all instances.

Bodily injury is defined as bodily injury caused solely and directly by accidental violent external and visible means which shall solely and independently of any other cause result in death or permanent disablement, occurring within twelve calendar months (12) from the date of the bodily injury as aforesaid.

The cover under this extension shall exclude:

1. Death or disablement sustained:
 - a. Whilst engaged in steeple chasing, hunting of any kind, polo playing, racing of any kind (other than on foot), winter sports, mountaineering or climbing, big-game hunting, motor cycling whether as driver or passenger, sub-aqua pursuits, water skiing or parachuting.
 - b. Whilst using circular saws or wood working machinery, not including portable tools applied by hand and used solely for private purposes without reward.
2. Loss of wages for any period of disability or cost of treatment or medical expenses incurred as a result of any Bodily Injury.
3. Any consequence of:
 - a. Suicide, attempted suicide, willfully self-inflicted injury, mental disease, psychiatric

or psychological disorder, geriatric nursing, venereal disease or whilst under the influence or effects of intoxicating liquor or drugs other than drugs taken under medical supervision but not for treatment of drug addiction.

- b. Any congenital abnormality or deformity or any existing physical defect, infirmity or sickness or medical condition known to the Insured Person, or any operation or treatment pending at the time of proposal and/or commencement of cover.
- c. Pregnancy, childbirth or miscarriage and associated ante-natal or post-natal care, abortions, vasectomy, sterilisation or contraception by whatever means, tests and/or treatment relating to infertility including reversal of previous sterilisation operation(s) or removal of contraceptive devices.
- d. Aviation, except when the Insured Person is travelling solely as a passenger.
- e. Any acts of:
 - i) War, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - ii) Mutiny, riot, strike, military or popular rising, insurrection, rebellion, revolution military or usurped power.
 - iii) Any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.
 - iv) Martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - v) Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise) whether directly or indirectly, proximately or remotely occasioned by or contributed to by or traceable to or arising in connection with any of the these occurrences shall be deemed to be consequences for which the Company shall not be liable under this Policy except to the extent that the Insured shall prove that such consequences happened independently of the existence of such abnormal conditions.
 - vi) In any action suit or other proceeding where the Company alleges that by reason of this Exclusion any consequence is not covered by the Policy, the burden of proving that such consequence is covered shall be upon the Insured or Insured Person.
- f. Arising from or directly or indirectly attributable to HIV (Human Immune-Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.

Increase In Capital Benefits: It is hereby agreed that the Capital Benefits and other Permanent Total and Partial Disability Benefits payable under the law specified in the Policy Schedule shall be increased to a limit as specified in the Policy Schedule in the event of Death and proportionate percentage in respect of Disability Benefits.

Limit: 3-time annual salary, subject to a maximum stated in the Schedule.

Exclusions

- Contractors to the Insured
- Excluded Workmen
- Excluded laws
- Willful act or omission
- Liability under contract or agreement
- Recovery from other parties and policies
- Fines and penalties
- Occurring out of the territory specified in the Schedule
- Sickness and/or disease
- Asbestos

3.6 MONEY

Scope of cover

You are covered for the following incidents during the Period of Insurance:

Loss of Money belonging to You or for which You are legally responsible

- On Your Premises described in the Schedule
 - Out of safe during business hours.
 - In a specified locked safe or locked strongroom.
- In transit in the custody or charge of the Insured or his duly authorised Employee(s)

Loss of or Damage to Safe(s) and/or strongroom(s) specified in the Schedule because of money being stolen therefrom or any attempted theft.

Warranty

It is an express stipulation and condition of this Policy that:

- a. A complete record shall be kept of money in transit and/or on the premises and/or in the safe(s) and/or strongroom(s).
- b. Such record shall be deposited in some place other than in the safe(s) and/or strongroom(s).
- c. In the case of premises unoccupied after business hours the keys of the safe(s) and/or strongroom(s) shall not be left in the Insured premises after business hours and in the case of premises occupied after business hours that the keys of the safe(s) and/or strongroom(s) shall not be left after business hours in or about that particular portion of the premises in which the safe(s) and/or strongroom(s) are situated.
- d. Wheels are removed from any safe.

Exclusions

- a. Loss arising from fraud or dishonesty of or theft by the Insured's Employees.
- b. Loss arising from use of computers including computer crime.
- c. Loss arising from mysterious or unexplained circumstances.
- d. Shortage due to error or omission.
- e. Depreciation in value.
- f. Any consequential loss.
- g. Money contained in coin and similarly operated machines.
- h. Money in the custody of collectors commercial travellers outside salesmen or sales representatives.
- i. Money in transit by post or from unattended Motor Vehicle.

3.7 FIDELITY

Scope of cover

You are covered against the following perils and costs arising out of dishonesty of Employees:

1. Against any loss of Your money or goods or for which You are legally responsible, which You shall directly sustain during the Period of Insurance, caused by theft or fraud or dishonesty committed during the Period of Insurance by an Employee or Employees in collusion with the clear intention of making and resulting in improper personal financial gain by the Employee(s) whilst in the employment of the Insured.

2. In respect of auditors fees incurred in a special audit required to substantiate the amount of any claim which is paid under this Policy.

It is understood that:

1. For the purpose of this Insurance the term "Employee" shall mean:
 - a. Any person under a contract of employment or apprenticeship with the Insured.
 - b. Any temporary Employee including persons under a government training scheme.
 - c. Any person declared to the Company to have hired by the Insured on short term basis to carry out specific tasks who are named or included in the classes set out in the Schedule.
2. Irrespective of the number of years the Policy (and any substituted or substitute Policy) remains in force the liability of the Company under this Policy for all the Acts Insured Against committed by any or all Insured Person(s) during the subsistence of this Policy including any Period for which a renewal premium has been paid to and accepted by the Company shall not exceed the Sum Insured per person nor exceed the aggregate Sum Insured.
3. Salaries fees commission and other similar earnings of an Employee will not be construed as improper financial gain.
4. In respect of auditor's fees:
 - a. The written consent of the Company must be obtained before any such fees are incurred.
 - b. The Company shall not be liable for normal audit fees and costs incurred by the Insured's own Employees.

Exclusions

The Company shall not be liable for:

1. Unexplained shortages of money or goods which cannot be attributed to an Employee or Employees acting in collusion.
2. Losses occurring outside the territorial limits stated in the Schedule.
3. Losses discovered later than twelve months (12) after the Insured Person ceases to be employed or the termination of the Policy whichever occurs first.
4. Theft or fraud or dishonesty committed by an Employee after the discovery of actual or suspected theft or fraud or dishonesty by that Employee.
5. Loss of interest or loss due to variation in the rates of exchange of the currency.
6. Penalties or fines.

7. Consequential loss or indirect loss of any kind.
8. Any loss resulting directly or indirectly from trading activities except to the extent such loss is covered by the Policy.
9. Any loss expense or liability if the dishonest act arises out of or in connection with the use, misuse, transmission or manipulation of computer data including software and media.
10. Any loss resulting from fraud or dishonest acts (wholly or partial) committed by directors and owners unless covered as an Employee.
11. Any loss suffered by a third party to the Insured.
12. Any loss arising out of the negligence or carelessness of the Insured.

3.8 ADMINISTRATIVE LOCK-DOWN

Scope of cover

You are covered against loss of Revenue arising from Administrative constraint preventing access to Your Hotel, arising from one of the following Insured perils:

- Legionella
- Pollution or contamination
- Terrorist attack or terrorist threat
- Contagious disease case reported

The administrative lock-down must be fully documented by providing the corresponding police report or the report from the relevant Authority ordering the lock-down of Your hotel. The cause must be external to Your or Your Employees responsibility, and in particular it must not be relative to any failure by the Hotel to comply with a former demand from the Administration.

It is granted for a maximum period as defined in the Schedule.

The Exclusions listed under section 4.1 apply.

4. Optional Covers

4.1 ADMINISTRATIVE LOCK-DOWN

Scope of cover

If You have opted for the construction and renovation cover in Your Schedule, this Policy covers You against:

- **Material Damage:** Any physical Damage to the Insured Property undertaking construction works or renovation works during the declared period of works.
- **Third party liability:** Sums that You shall become liable to pay to third parties arising out of the Insured Property undergoing renovation or construction works.

Material Damage

It is a requirement of this Insurance that the Sums Insured stated in the Schedule shall not be less than:

- For Contract works (permanent and temporary works, including all materials to be incorporated herein): the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal.
- For construction plant and equipment, as well as construction machinery :the replacement value of construction plant, equipment and machinery; which shall mean the cost of replacement of the Insured items by new items of the same kind and capacity; and the Insured undertakes to increase or decrease the amounts of Insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the Policy by the Insurers.

If, in the event of loss or Damage, it is found that the Sums Insured are less than the amounts required to be Insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the Sums Insured bear to the amounts required to be Insured. Every object and cost item is subject to this condition separately.

In the event of any loss or Damage, the basis of loss settlement under this Policy shall be:

- a. In the case of Damage which can be repaired – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the Damage less salvage; or
- b. In the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage.

However, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the Sums Insured and provided always that the provisions, terms and conditions have been complied with.

We will make payments only after being satisfied by production of the necessary invoices and documents that the repairs have been effected or replacement has taken place, as the case may be. All Damage which can be repaired shall be repaired, but if the cost of repairing any Damage equals or exceeds the value of the items immediately before the occurrence of the Damage, the settlement shall be made on the basis provided for in b) above.

The cost of any provisional repairs will be borne by Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses. The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Third party Liability

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as Damages consequent upon:

- Accidental bodily injury or illness to third parties (whether fatal or not).
- Accidental loss or Damage to property belonging to third parties.

Occurring in direct connection with the construction or erection of the items Insured under this section and happening on or in the immediate vicinity of the site during the period of cover. You are also covered against all costs and expenses of litigation recovered by any claimant from You, as well as all costs and expenses incurred with the written Our consent.

Period of Insurance

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Insurers' liability expires for parts of the Insured contract works taken over or put into service.

At the latest the Insurance shall expire on the date specified in the Schedule. Any extensions of the period of Insurance are subject to the express prior written consent of the Insurers.

Extensions

Subject to the limits mentioned in Schedule for any one occurrence and in the aggregate during the Period of Insurance, this extension is granted within the overall limit/Sum Insured under the Policy.

- MRE001 Strike Riot Civil Commotion [up to 25% of the Sum Insured]
- MRE 002 Cross liability [limit USD 500,000 - but in no case higher than the limit for Section II]
- MRE 003 Maintenance visits
- MRE 005 Construction and/or erection time schedule (4 weeks)

- MRE 006 Overtime, night work, night work on public holidays and express freight [limit USD 100,000]
- MRE 102 Underground cables, pipes and other facilities [(deductibles: a) 20% of loss amount min USD 1,000.- b) USD 1,000]
- MRE 103 Crops, forests and cultures
- MRE 104 Dams and water reservoirs
- MRE 108 Construction plant, equipment and machinery
- MRE 109 Construction material
- MRE 110 Safety measures with respect to precipitation, flood and inundation
- MRE 111 Removal of debris from landslides
- MRE 112 Fire-fighting facilities and fire safety on construction sites [value per storage unit: USD 100,000.-]
- MRE 115 Designer's risk [limit USD 500,000]
- MRE 116 Contract works taken over or put into service
- MRE 117 Laying water supply and sewer pipes (maximum length of section 500m in total aggregate not more than 4 section i.e. 2,000m)
- MRE 118 Drilling work for water wells
- MRE 119 Existing property [limit USD 500,000]
- MRE 120 Vibration, removal or weakening of support [deductible 20% of loss min. USD 1,000]
- MRE 121 Piling foundation and retaining wall works.

Exclusions

General exclusions:

The Insurers will not indemnify the Insured in respect of loss, Damage or liability directly or indirectly caused by or arising out of or aggravated by:

- a. War, invasion, act of foreign enemy, hostilities (whether War be declared or not), civil War, rebellion, revolution, insurrection, mutiny, riot, strike, lockout, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or Damage by order of any government de jure or de facto or by any public authority.
- b. Nuclear reaction, nuclear radiation or radioactive contamination.
- c. Willful act or willful negligence of the Insured or of his representatives.

- d. Cessation of work whether total or partial.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of exclusion a) above any loss, destruction, Damage or liability is not covered by this Insurance the burden of proving that such loss, destruction, Damage or liability is covered shall be upon the Insured.

Exclusions specific to Material Damage:

The Insurers shall not, however, be liable for:

- a. The deductible stated in the Schedule to be borne by the Insured in any one occurrence.
- b. Consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract.
- c. Loss or Damage due to faulty design.
- d. The cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or Damage to correctly executed items resulting from an accident due to such defective material and/or workmanship.
- e. Wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions.
- f. Loss or Damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external Damage, such consequential Damage shall be indemnifiable.
- g. Loss of or Damage to vehicles licensed for general road use or waterborne vessels or aircraft.
- h. Loss of or Damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques.
- i. Loss or Damage discovered only at the time of taking an inventory) wet risks.

Exclusions specific to Third Party Liability:

The Insurers will not indemnify the Insured in respect of:

1. The deductible stated in the Schedule to be borne by the Insured in any one occurrence.
2. The expenditure incurred in doing or redoing or making good or repairing or replacing

anything covered or coverable under Section 1 of this Policy.

3. Damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or Damage to any person or property occasioned by or resulting from any such Damage (unless especially agreed upon by endorsement).
4. Liability consequent upon:
 - a. Bodily Injury to or Illness of Employees or workmen of the contractor(s) or the principal(s) or any other firm connected with the project which or part of which is Insured under this section or members of their families.
 - b. Loss of or Damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is Insured under this section, or an Employee or workman of one of the aforesaid.
 - c. Any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft.
 - d. Any agreement by the Insured to pay any sum by way of Indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Exclusions specific to Third Party Liability:

1. No admission, offer, promise, payment or Indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for Indemnity or Damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.
2. The Insurers may so far as any accident is concerned pay to the Insured the limit of Indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under the Third-Party Liability section.

4.2 GOODS IN TRANSIT BY CARGO

Scope of cover

If You have opted for the Goods in transit by Cargo cover in Your Schedule 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, being understood that:

- a. The Cargo is covered whilst carried by vehicles owned or hired by You.
- b. 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.
- c. 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.
- d. The maximum Sum Insured provided under this section is the amount stated in Your Policy Schedule.

Extensions

- 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 any one accident and in the annual aggregate is as stated in the Schedule.

- b. Ancillary property: We will pay for 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 any one accident and in the annual aggregate is as stated in the Schedule.

- c. Travellers sample and/or tools of trade:

- i) Your travellers sample (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 5,000.00 or BHD/OMR 500.00 any one loss and in the annual aggregate provide that:
 - The Sample or Tool are in Your or Your Employees' custody or control.
 - The Sample or Tool are stored within a securely locked premise.
- 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 trunk or cargo compartment.
 - All doors must be securely locked and all windows closed when the vehicle is left unattended.

Specific conditions applicable to Your Goods in transit cover

- a. Our liability shall not exceed the amount stated in Your Policy Schedule – whichever is the higher.
- b. 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.
- c. 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:
 - An additional premium; and
 - Any amendment in the terms and conditions of this section, We deem appropriate.
- d. All claim settlement are subject to a AED/QAR 500 or BHD/OMR 50 Deductible.
- e. 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.
- f. The vehicle transporting Your cargo is to be maintained in a roadworthy condition at all times.
- g. 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.
- h. Whenever the vehicle transporting the Cargo is left unattended, doors, windows, trunk and other opening shall be locked.

- i. We will not cover any loss or Damage which at the time of the occurrence is Insured by any other Policy or policies.
- j. 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).
- k. In the event of any claim for loss and/or Damage were 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.
- l. We are to receive the salvage value of the Damaged portion that has been cut off.
- m. 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.
- n. In the event of any claim for loss and/or Damage to labels of bottles and/or tins etc. whilst their contents remain sound, We are liable only to pay the costs of reconditioning and/or replacing the Damaged labels.

Exclusions:

We do not cover You in respect of 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 detainment (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.

4.3 MOTOR FLEET

Scope of cover

If You have opted for the Motor fleet cover in Your Schedule, this Policy covers You for:

- Full comprehensive cover on the Insured Vehicles as per the list of hotel vehicles declared to Us.
- Third party liability in the event of accident caused by or arising out of the use of the Motor Vehicle.

A specific schedule and policy number will be issued for this section.

Full comprehensive cover

Loss of or Damage to the Insured Vehicle, Fire and Theft Cover:

- 1. The Company undertakes to indemnify the Insured for loss of or Damage to the Insured Vehicle, its accessories and spare parts whilst there on:
 - a. By accident or accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
 - b. By fire, external explosion, self-ignition lightning or thunderbolt.
 - c. By burglary or theft.
 - d. By malicious act of any third party.
 - e. Whilst in transit within the territorial limit specified under the Policy Schedule (including the process of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator relating to the said transportation.

2. The Company shall pay in cash the amount of loss or Damage to the Insured or shall repair, reinstate or replace the Motor Vehicle or any part thereof including its accessories or spare parts and the liability of the Company shall not exceed the replacement value of the parts lost or Damaged and the reasonable cost of fitting or fixing such parts, unless the Insured requests the Company to pay him the amount in cash.

In this event, the Company shall respond to the Insured's request.

If the Insured requests new parts instead of the Damaged parts due to an accident or prefers receiving its value in cash, this shall be considered by Us.

The Insured is liable for the depreciation as stated in the Policy Schedule.

3. The Insured has the right to repair the Damage due to an accident covered under the Policy provided the total cost of such repair does not exceed the amount stated in the Policy Schedule and the Insured should forward to the Company as soon as practicable a detailed estimate of the cost along with the invoice.
4. If the Insured Vehicle has been lost or if it sustains total loss Damage to the extent that the repair cost exceeds a predefined percentage (as agreed in the Policy Schedule) of its depreciated value at the time of the accident, then the Insured Value, which was agreed between the Insured and Insurer at the time the Insurance Contract and its Schedules had been signed, shall constitute the basis for calculation of the Indemnity for the loss or the Damage, after deducting a depreciation as stated in the Policy Schedule.
5. If the Motor Vehicle is immobilised because of loss or Damage Insured under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairers and delivery to the garage within the Country where the loss or Damage was sustained.
6. Excess: If Your vehicle is lost, stolen or Damaged and there is no identified responsible Third Party, You are responsible for paying the excess shown on Your Schedule no matter how the loss or Damage happened.

Windscreen, Sunroof or Window Breakage cover

We will cover the cost of replacing or repairing broken or Damaged windshields, windows or glass in the sunroof of Your Vehicle, and scratches to the body work caused by the glass breaking.

It being understood that any claim payment in respect thereof shall not be subject to any Excess provided that the replacement of such windows or windscreens does not exceed the amount stated in Your Policy Schedule.

If the Vehicle is not within the scope of agency repair then the repair work for Windscreen, Sunroof or Window Breakage will be done outside the scope of agency repair.

Riot & Strike cover

We will pay for loss or Damage to the Insured Vehicle caused by Riot, Strike or Civil Commotion which does not amount to a popular rising.

Natural Perils cover

We will pay for loss or Damage to the Insured Vehicle caused by the convulsions of nature, including flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, and windstorm.

Agency repairs 1 Year extension

In the event of any accidental loss or Damage to the Insured Vehicle occurring within one year from the date of original registration, this Policy is extended to cover repairs at the manufacturer's authorized agent located within the country of registration.

New Vehicle Replacement extension

If the Insured Vehicle is declared as 'Total Loss' following an accident that is covered under this Policy and occurring within six months of its first registration, We will pay for either a new replacement of the same model of the vehicle or for the value of the vehicle when it was purchased or the Insured Value whichever is the lowest, subject to maximum limit as stated in the Policy Schedule.

Medical expenses extension

If any occupant of the Insured Vehicle is injured as a direct result of the vehicle being involved in an accident, We will pay for the reasonable medical expenses incurred in connection with such injury up to the amounts specified below in respect of each injured person limited to authorised seating capacity of the Insured Vehicle, subject to maximum limit as stated in the Policy Schedule.

Clothing and personal belongings extension

We will pay up to the limits specified below for the loss of or Damage to clothing and personal belongings whilst carried in the Insured Vehicle caused by accident, fire, theft or attempted theft following a forcible and violent entry or exit and if evidenced by a Police Report, subject to maximum limit as stated in the Policy Schedule.

Replacement Locks extension

In the event of Damage to locks on the Insured Vehicle or in the case of the theft of keys, ignition card or lock transmitter of the Insured Vehicle We will pay for the necessary replacement cost of:

- All external locks of the Insured Vehicle.
- The ignition/steering lock if this is operated by the same key.
- The lock transmitter and/or central locking interface.
- No Excess applies to this over.

Motor Trade and Valet Parking extension

If You have a comprehensive Policy, We will indemnify You for loss of or Damage to the Insured Vehicle whilst in the custody or control of:

- A motor garage or other similar business, which the You do not own, which has the Insured Vehicle for maintenance, repair, testing or servicing.
- A hotel, restaurant or similar business, whether Your own hotel or restaurant or not, where the Insured Vehicle has been parked by their authorised driver.

Provided that:

- i) The vehicle is handed over only to the authorised person after due verification.
- ii) The person is a licensed driver.
- iii) This is not covered by any other Policy.

Third Party Liability

Your cover consists of the following guarantees (this serves as a summary of cover and is supplementary to the Third-Party Liability wording available from AXA):

Third party liability

1. The Company shall be liable to compensate the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle subject to the limits specified in this Policy against all sums which the Insured shall become legally liable to pay as compensation for:
 - a. Death of or Bodily Injury to any person including the passengers in the vehicle except the Insured or the driver at the time of the accident and their families, spouse, parents and children and the Employees of the Insured if they are injured during work hours or because of their work; and they are to be considered as passengers whether inside the Vehicle or mounting or dismounting from it.
2. Damages for materials and property, except those owned by the Insured or the driver at the time of the accident or property held in trust or in their custody or control. The Insurance mentioned in this Section is extended, in accordance with the provisions and conditions herein, to cover the liability of each licensed driver whilst driving the Insured Vehicle if he fulfils and complies with the terms and conditions of this Policy as if he was the Insured himself.
3. Subject to the limits specified in the attached Schedule to this Policy, the Company shall be liable to pay court orders or judgments in whatever amount is awarded as compensation to the plaintiff including judicial expenses and charges (except penalties and/or fines).

4. In the event of death of any person entitled to Indemnity under this section the Company will, in respect of the liability towards such person, indemnify his heirs in accordance with the terms, conditions and exclusions of this Policy, provided that such heirs shall as though they were the Insured observe, fulfil and be subject to the terms of this Policy in so far as applicable.
5. In the event of any accident involving Indemnity under this section to more than one person the limits of liability specified in the attached Schedule to this Policy shall apply to the aggregate amount of Indemnity due to all persons.
6. The Company will pay all costs and expenses incurred with its prior consent.
7. The Company may arrange for representation of the Insured at any inquest or inquiry in respect of any accident which may be subject of Indemnity under this section, and undertakes to defend the Insured in any court of law in respect of any event which may be the subject of Indemnity under this section.

Passengers cover

We will cover the liability caused by or arising from:

- Death of or bodily injury to passengers limited to authorised seating capacity of the Insured vehicle whilst inside or whilst getting in or alighting from the Insured Vehicle.
- Any person who is getting in or alighting from the Insured Vehicle.

Provided that the Company shall not be liable in respect of Death of or Bodily Injury to any person arising out of and during such person's employment by the Insured.

Loading and unloading extension

We will cover the liability arising from Bodily Injury to any person or accidental Damage to third party property other than property under care custody and control arising out of loading and unloading of the Insured Vehicle.

Exclusions

General exclusions:

1. This Policy does not cover loss or Damage or third party liability arising from accidents involving the Insured Vehicle in the following cases:
 - a. Accidents which take place outside the geographic area specified in this Policy.
 - b. Accidents which happen directly or indirectly, proximately or remotely occasioned by, contributed to, by or traceable to or arising out of or in connection with ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel direct or indirect with any of the aforementioned causes.

- c. Accidents involving the Insured or any driver of a vehicle whilst driving the vehicle outside the public roads as per the definition of road as every passage open to public traffic unless otherwise has been agreed in the Insurance Policy.
2. This Insurance does not cover any liability due to an agreement made by the Insured where no liability would arise but for that agreement.
3. This Policy excludes liability arising out of usage of vehicle against racing, rallies and/or speed trials.
4. Any loss, Damage, injury or death occurring whilst the Insured Vehicle is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the customs examination area.
5. Any accident caused whilst the vehicle was driven by any person under the influence of alcohol or drugs.
6. Consequential loss of any kind of or description unless specifically Insured.
7. Incidents which are not reported to the traffic police and no official police report is obtained.
8. War and 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.
 - a. 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.
 - b. 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.
 - c. Any act of terrorism.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, 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 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 (a), (b) and/or (c) above.

If the Underwriters 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 the Insured.

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

Exclusions – specific to Loss of or Damage to the Insured Vehicle, Fire and Theft Cover:

The Company shall not be liable to pay any compensation in respect of:

1. Consequential loss affecting the Insured Vehicle or decrease in the Vehicle's value through usage impairment or failure or breakdown of mechanical or electrical equipment.
2. Damage resulting from overloading or carriage at any one time of a greater number of passengers than the number for which the Vehicle is licensed by the concerned authorities, provided that the overloading or excess passenger were the cause of the accident which resulted in the loss or Damage to the Motor Vehicle.
3. Damage to tyres unless it occurs at the same time as the Damage to the Insured Vehicle.
4. Loss and Damage caused to the Insured Vehicle because of the following:
 - a. Use for purposes otherwise than in accordance with the limitations of use.
 - b. Violation of the law if it involves.
 - c. Criminal act or similar willful act.
5. Damage caused by accident during driving without license according to the traffic rules, or if his licence has been cancelled by virtue of Court Jurisdiction or in accordance with the concerned rules of any other Competent Authority or Traffic Department.
6. Any accident loss or Damage whilst the driver is under the influence of narcotics, intoxicating drugs and/or alcohol or hallucinating drugs or any other medicines affecting his ability to control the Vehicle if it has been proved to the competent authorities or upon the confession of the driver of the Vehicle.

4.4 EVENT CANCELLATION

Scope of cover

If You have opted for the Event cancellation cover in Your Schedule, You are covered for Your ascertained net loss should any Insured performance(s) or event(s) specified in the Schedule be necessarily cancelled, abandoned, postponed, interrupted or relocated, as the sole and direct result of one or more of the Insured perils described in below, and provided that such peril is:

- Beyond the control of the Assured; and
- Beyond the control of each and every Insured Person.

It is understood that the circumstance giving rise to the loss first must occur during the Period of Insurance stated in the Schedule.

Insured perils

Death: Death of any Insured Person.

Accident Illness: Accident to or illness of any Insured Person which, in the opinion of an independent medical practitioner approved by the Underwriters, entirely prevents any Insured Person from appearing or continuing to appear in any or all of the Insured performance(s) or event(s).

Unavoidable Travel Delay: Unavoidable travel delay as a result of travel arrangements being irrevocably altered, resulting in the inability of any Insured Person to be at the arranged venue for the Insured performance(s) or event(s), provided always that such travel arrangements shall have been made so as to provide adequate time for arrival prior to the Insured performance(s) or event(s).

Venue Damage: Damage to or destruction of the venue at which the Insured performance(s) or event(s) is (are) to take place, which renders the venue unavailable or unsuitable for the Insured performance(s) or event(s).

National Mourning: National mourning.

Adverse Weather: Adverse weather which renders the venue unavailable or unsuitable for the Insured performance(s) or event(s).

Extensions

This Insurance also indemnifies the Insured for proven additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish a loss herein Insured.

Conditions precedent

It is a condition precedent to the liability of the Underwriters that the Insured has truthfully declared all material facts likely to influence a reasonable Underwriter in determining:

- Whether or not to accept the risk or any subsequent amendment.
- The premium.
- The conditions, exclusions and limitations.

Having diligently made all necessary inquiries to establish those facts.

Pre-existing Medical Conditions:

- Established to their best knowledge and belief after making diligent inquiry that no Insured person has any physical, mental or medical condition or is undergoing any treatment, medical or otherwise, other than those advised to the Underwriters and agreed by them in writing, and that each Insured person is fit to fulfil the commitments Insured herein.
- Accepted that any such pre-existing condition agreed by the Underwriters will only be covered if the Insured Person continues to follow any prescribed regime medical or otherwise essential to the Insured Person's wellbeing during the Period of this Insurance.

Other Pre-existing Conditions:

- No knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
- Confirmed that no Insured Person has knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.

Premium Payment: Paid the premium due in accordance with the written conditions of quotation contained in the proposal form and/or in the ensuing quotation.

Materiality of information: Declared that all information contained in the written proposal form or supplied to support such proposal or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Insured agrees that all such information is material, such items form the basis of this Insurance and are incorporated herein.

Obligation to Rearrange: An obligation to rearrange cancelled or abandoned Insured performance(s) or event(s) to another time to avoid or diminish a loss herein Insured.

Warranties

It is warranted that the Assured shall:

- Observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- Make all necessary arrangements for the successful fulfilment of the Insured performance(s) or event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
- Ensure that all necessary contractual arrangements have been made and confirmed in writing with the Insured and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the Insured performance(s) or event(s).

General conditions

False or Fraudulent Acts: Any fraud, misstatement or concealment in the information provided or in the making of a claim or otherwise howsoever, shall render all claims void.

Due Diligence Clause: The Insured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance.

Definitions: This Insurance and 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 Insurance or Schedule shall bear such meaning wherever it may appear.

Compliance with Terms: The Assured shall observe and fulfil the terms and conditions contained or endorsed in this Policy.

Permission for other Insurance: It is understood and agreed that no other Insurance shall be effected by the Assured to protect the interest Insured hereunder without the prior written approval of the Underwriters. If such other Insurance is effected, the Underwriters reserve the right to amend the terms and conditions of this Insurance.

Under-Insurance: The Insured shall maintain Insurance adequate to cover the full value of a total loss of expenses (and profit if Insured) for each Insured performance or event, without any allowance for recoveries, savings or waivers. Should the Assured fail to do so then the Underwriters will not be liable for a greater proportion of any loss covered hereunder than the limit of Indemnity bears to the full value of a total loss of expenses (and profit if Insured) for the relevant Insured performance or event.

Premium and Expenses: The premium and any expense incurred in the formulation of a claim shall not be recoverable items.

No Return of Premium: The premium being prepaid and this Insurance being non-cancellable there can be no return of premium unless otherwise stated in the Schedule.

Maintenance of Records: The insured shall maintain adequate records in connection with the subject matter Insured.

Salvage and Recoveries: All salvage, recoveries and payments due to the Assured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.

Subrogation: The Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured or otherwise. In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

Condition for Legal Action: No legal claim shall be brought upon this Insurance unless the Insured has complied with all the provisions of this Insurance and has commenced legal action within twelve months (12) after the loss occurs.

Assignment: This Insurance may not be assigned in whole or in part without the prior written consent of the Underwriters.

Loss Payee: If the loss payee is other than the Insured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) detailed in the Schedule as loss payee(s). Payment of such losses by the Underwriters to the loss payee(s) shall be a sufficient and complete discharge of all of the Underwriters' obligations to the Insured and loss payee(s) in connection with said loss(es).

Jurisdiction: In the proposal form the Insured had the choice of law and jurisdiction to apply. Unless the Insured requested and the Underwriters agreed otherwise in writing this Insurance is mutually agreed to be governed and construed in accordance with the laws of the territory of sale whose courts shall have jurisdiction.

Exclusions

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

Death, Accident, Illness: Death, accident, illness of any individual person other than any Insured Person.

Non-appearance: Non-appearance at an Insured performance or event of any individual, other than an Insured Person.

Personal Incapacity: Non-appearance at an Insured performance or event of any Insured Person due to:

- Air travel other than travel as a passenger by a regular airline or multi-engine charter aircraft on a regular air route.
- Any hazardous activity, feat or performance.
- Insufficient voice quality, unless directly due to Illness or disease contracted or Bodily Injury occurring during the Period of Insurance.
- Any known pre-existing, physical, psychological or medical condition unless otherwise agreed in writing by the Underwriters.
- Any pre-existing condition agreed to by the Underwriters if the Insured Person fails to follow any medical or other prescribed regime.
- Their unreasonable or capricious behaviour.
- Any sexually transmissible diseases or their after effects.

Duty of Care: The Insured's or any Insured Person's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.

Drugs: The illegal possession or illicit taking of drugs and their effects.

Breach of Contract: Any contractual dispute or breach by the Insured or any Insured Person.

Alterations or Variation: Alterations or variance of Insured performance(s) or event(s) without the prior approval of the Underwriters.

Temporary Structures and the like: Any performance(s) or event(s) in the open or under canvas or in a temporary structure unless expressly agreed by the Underwriters in writing.

Unavailability of Venues: Any work being carried out by builders or other contractors which renders the venue or its facilities unusable in whole or in part, unless such work is unknown to the Insured at the inception of this Insurance or at the time of making the booking whichever is the later.

Undeclared Expenses: Expenses which have not been declared to and agreed by Underwriters.

Reduced Attendance: Any reduction in attendance that is not specifically attributable to the necessary cancellation, abandonment, postponement, interruption, or relocation.

Arrangements: the Insured or any Insured Person failing to:

- Observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- Make all necessary arrangements for the successful fulfilment of the Insured Performance(s) or Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
- Ensure that all necessary contractual arrangements were made and confirmed in writing with the Assured and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of the Insured Performance(s) or Event(s).

Fraud: Any fraud, misrepresentation or concealment by the Insured or any Insured Person.

War Actual or Threatened: Actual or threatened War, invasion, act of foreign enemies, hostilities (whether War be declared or not), Civil War, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or destruction of or Damage to property by or under the order of any government or public or local authority.

Civil Commotion: Civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.

Customs Seizure: Seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or Damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.

National Service: The operation of any statute or law providing for compulsory national service.

Government or Civil Intervention: Any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured performance(s) or event(s) is to be held which is the subject of this Insurance.

Radioactive Contamination: Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

See page and/or Pollution and/or Contamination: Seepage and/or pollution and/or contamination unless it is discovered during the Period of this Insurance and is a direct cause of a loss hereunder.

Financial Causes:

- Withdrawal, insufficiency or lack of finance howsoever caused.
- The financial failure of any venture.
- Lack of or inadequate receipts, sales or profits of any venture.
- Variations in the rate of exchange, rate of interest or stability of any currency.
- Financial default, insolvency, or failure to pay of any person, corporation or entity.
- Whether a party to this Insurance or otherwise.

Lack of Support

- Lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party.
- Lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Performance or Event.

Other Insurance: Any occurrence which is Insured by or would, but for the existence of this Insurance, be Insured by any other Insurance(s) except for any excess beyond the amount which would have been payable under such other Insurance(s) had this Insurance not been effected.

Deductible: The amount of the deductible stated in the Schedule for this cover.

4.5 POLITICAL VIOLENCE

Scope of cover

If You have opted for the political violence cover in Your Schedule, You are covered for Your ascertained Net Loss for any one occurrence up to but not exceeding the Policy limit against:

1. Physical loss or physical Damage to the buildings and contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover as specified in the Schedule:
 - a. Act of Terrorism
 - b. Sabotage
 - c. Riots, Strikes and/or Civil Commotion
 - d. Malicious Damage
 - e. Insurrection, Revolution or Rebellion
 - f. Mutiny and/or Coup d'état
 - g. War and/or Civil War
2. Expenses incurred by the Insured in the removal of debris directly caused by any one or more of the covered causes of Loss. The cost of removal of such debris shall not be considered in determination of the valuation of the property Insured.
3. The Insurer hereon shall not be liable for more than the Policy limit stated in the Schedule in respect of any one occurrence and in the aggregate. For the avoidance of doubt, the limit of Indemnity under points 1 and 2 above shall be in the aggregate and shall not exceed the Policy Limit for this cover.

Exclusions

This Policy does not indemnify against:

1. Loss or Damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or nuclear contamination may have been caused nor from any loss or Damage directly or indirectly caused by or contributed to from any nuclear waste or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. Loss or Damage directly or indirectly caused by seizure, confiscation, nationalisation, requisition, expropriation, detention, legal or illegal occupation of any property Insured hereunder, embargo, condemnation, nor loss or Damage to the Buildings and/or Contents by law, order, decree or regulation of any governing authority, nor for loss or Damage arising from acts of contraband or illegal transportation or illegal trade.

3. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more of the following: China, France, the Russian Federation, the United Kingdom and the United States of America.
4. Delay, loss of market, loss of income, loss of use, denial of access, cancellation of business, depreciation, reduction in functionality, increased cost of working (except as may be Insured specifically under any business interruption extension to this Policy).
5. Consequential loss or Damage howsoever arising (except as may be Insured specifically under any Business Interruption Extension to this Policy).
6. Third party liability howsoever arising.
7. Loss or Damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants or contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release or of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
8. Loss or Damage directly or indirectly caused by chemical or biological release or exposure of any kind, nor any loss or Damage directly or indirectly caused by any chemical, biological, bio-chemical or electromagnetic weapon.
9. Loss or Damage directly or indirectly caused by electronic means including computer hacking or the introduction of any form of computer virus (save where a mobile phone is used as a remote trigger device in order to cause physical loss or physical Damage Insured hereunder).
10. Loss, Damage, destruction, distortion, erasure, corruption or alteration of Electronic Data.
11. Loss or Damage or increased cost directly or indirectly occasioned by any public or civil authority's enforcement of any ordinance, law, order decree or regulation concerning the reconstruction, repair or demolition of any property Insured hereunder except as may be Insured specifically by this Policy in accordance with the definition of "Net Loss".
12. Loss or Damage directly or indirectly caused by cessation, fluctuation, variation in, or insufficiency of, water, gas or electricity supplies and/or telecommunications or any other type of service or utilities.
13. Loss or Damage or increased cost directly or indirectly the result of threat or hoax.
14. Loss or Damage directly or indirectly caused by burglary, house-breaking, theft or larceny, looting, pillaging, mysterious or unexplained disappearance of property Insured hereunder or directly or indirectly caused by any person taking part in any such activity.
15. Loss or Damage directly or indirectly caused by the suspension, lapse or cancellation of any lease, licence, contract or order (including non-completion of any order).

16. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others.
17. Any loss due to fines or Damages for breach of contract or penalties of whatever nature.
18. Loss or Damage caused by, connected to, relating to or howsoever arising from exposure to or the existence of asbestos or asbestos containing materials or products (including for the avoidance of doubt the cost of removal of asbestos or materials or products containing asbestos).
19. Loss or Damage caused by insects or vermin.
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

Property excluded

This Policy does not provide indemnity in relation to:

1. Land or land values.
2. Transmission, feeder lines or distribution lines and their supporting structures unless located on premises owned by the Insured and on which the buildings and/or contents are located.
3. Any buildings or contents contained therein whilst such buildings are vacant or unoccupied or inoperative for thirty (30) days or more.
4. Aircraft or other aerial devices.
5. Watercraft.
6. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is expressly declared to and agreed by Underwriters hereunder.
7. Animals, plants and living things of all types including loss as a result of physical, mental or bodily injury to any person.
8. Property in transit (except as may be Insured specifically under any property in transit endorsement to this Policy).
9. Accounts, bills, currency, money, deeds, notes, securities, evidences of debt or title, letters of credit, stamps, tickets, bullion, gold, silver and other precious metals, diamonds, precious and semi-precious stones, jewellery or furs.
10. Offshore property.
11. Underground mines, tunnels, wells or caverns and any property contained therein save as may be Insured specifically hereunder and declared to Underwriters.
12. Dams, water shafts, power tunnels, dikes, levees, gates and flumes save as may be Insured specifically hereunder and declared to Underwriters.

Conditions specific to Political Violence cover:

Other Insurance: This Policy does not indemnify any loss or Damage which at the time of the occurrence of such loss is Insured or would, but for the existence of this Policy be Insured by any other Policy or policies of Insurance except in respect of any excess beyond the amount which would have been payable under such other Policy or policies had this Policy not been effected.

Territorial Limits: This Policy insures buildings and contents owned by the Insured or for which the Insured is legally responsible and situated at the Insured Locations specified in the Policy Schedule.

Due Diligence: It is a condition precedent to Underwriters' liability that the Insured shall at all times and at its own expense use due diligence, and do and concur in doing and permit to be done, all things reasonably practicable (including but not limited to precautions to protect or remove the buildings and contents Insured herein) to avoid or diminish any loss or Damage under this Policy and including action against other parties to enforce any rights and remedies or to obtain relief or Indemnity. It is also a condition precedent to Underwriters' liability that the Insured shall do all things necessary to ensure and require that its agents, sub and co-contractors do all things reasonably practicable to avoid or diminish any loss or Damage under this Policy.

Protections Maintenance: The Insured shall ensure that effective protection exist for the safety of the buildings and contents and that such protection shall be maintained in good order throughout the currency of this Policy and shall be in use at all appropriate times. Such protection shall not be withdrawn or varied without Underwriters' prior written consent.

Declared Values Penalty: If at the time that any buildings or contents are lost or Damaged, the total value of all such Insured Property at the Insured Location at which said loss or Damage occurred is greater than the Declared Value for that Insured Location by more than 10%, then the Insured shall be entitled to recover no more hereunder than such proportion of the loss or Damage as the Declared Value bears to the total value of all Insured Property at that Insured Location. For the avoidance of doubt, Underwriters' maximum liability in respect of any one Insured Location shall not exceed the Declared Value for such Insured Location.

Notification of Loss or Damage: It is a condition precedent to Underwriters' liability that in the event of loss or Damage or circumstances arising that may give rise to a claim under this Insurance notice is to be given to Underwriters as soon as reasonably possible but no later than 14 days after the occurrence of said loss or Damage.

Co-operation: It is a condition precedent to Underwriter's liability that the Insured must provide Underwriters with such relevant information and evidence as Underwriters may reasonably require and co-operate fully in the investigation and/or adjustment of any claim. If required by Underwriters, the Insured agrees to submit to examination under oath by any person designated by Underwriters.

Proof of Loss: The Insured shall render a signed and sworn proof of loss within 60 days after the occurrence of such loss (unless such period shall be extended with the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the Buildings and Contents, the Declared Values and the amount of loss or Damage thereto. If Underwriters have not received such proof of loss within 1 year of the expiry of this Policy, they shall be discharged from all liability in relation to such loss.

Warranties and conditions to the Political Violence cover:

Multiple Insureds:

- Each of the Insureds individually warrants that the information which has been provided to Underwriters in relation to placement, renewal, amendment of or extension to this Policy by or on behalf of itself or any of the other Insureds, is materially accurate and complete so far as it concerns the risks in which that Insured (by itself or with others) has an interest that is Insured.
- Breach of any warranty hereunder by any one of the Insureds shall be deemed to be in breach of warranty by all of the Insureds as if the same had been committed by each and every one of the said Insureds, subject only to Underwriters' express written waiver of the same.
- The total liability of the Underwriters in the aggregate for any loss or losses sustained by any or all of the Insureds, or at any or all of the Insured Locations, shall not exceed the amount for which Underwriters would be liable had such loss or losses been sustained by any one Insured, or at any one Insured Location, alone. For the avoidance of doubt, the Policy Limit applies to the aggregate of all claims by all Insureds and in respect of all Insured Locations hereunder, and Underwriters shall have no liability in excess of the Policy Limit whether Insured losses are sustained by all of the Insureds or any one or more of them or whether Insured losses are sustained at any one or more of the Insured Locations.
- The application of any exclusion against any Insured shall be deemed to exclude loss for all Insureds hereunder, subject only to Underwriters' express written waiver of the same.

Subrogation: If Underwriters become liable for any payment under this Policy in respect of loss or Damage, they shall become subrogated, to the extent of such payment, to all the rights and remedies of the Insured against any party in respect of such loss or Damage and shall be entitled at their own expense to sue in the name of the Insured to recover for Underwriters' benefit the amount of any payment made under this Insurance, in addition to Underwriters' own costs and expenses. The Insured shall give to Underwriters all such assistance in its power as Underwriters may require to secure said rights and remedies (including attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings) and, at Underwriters' request, shall enter into such agreements and execute or sign such documents as may be necessary to enable Underwriters to bring suit in the name of the Insured.

Recoveries: All salvage, recoveries and payments recovered or received by the Insured from any source subsequent to a loss settlement under this Policy, after reimbursement of Underwriters' expenses of recovery if any, shall inure to the benefit of Underwriters until they shall have been reimbursed to the extent of any loss settlement. Any further salvage, recoveries and payments shall accrue to the benefit of the Insured.

Abandonment: Unless Underwriters elect to take the buildings and contents as salvage, said property will at all times remain the property of the Insured who may not abandon it to Underwriters.

False Or Fraudulent Claims: If the Insured makes any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims shall be forfeited.

Inspection And Audit:

- Underwriters shall be permitted but not obligated to inspect the buildings and contents at any time. Underwriters' right to make inspections, making inspections or any produced report shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe. No other party shall be entitled to rely on Underwriters' inspection without their prior written consent.
- Underwriters shall be entitled to examine and audit the Insured's books and records at any time during the Policy period and any extensions thereof and within two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

Assignment: No assignment or change of interest in this Insurance or any amount payable under it shall be binding on or recognised by Underwriters, except with their prior written consent.

Rights Of Third Parties: This Policy is effected solely between the Insured and Underwriters. This Policy shall not and is not intended to confer any benefits on any third parties, including but not limited to shareholders, and no third party may enforce any term of this Policy.

Premium Payment: The Insured undertakes that the premium shall be paid in full to Underwriters by the Insured within 45 days of the date of inception of this Policy (or, in respect of instalments, when due). If the premium due under this Policy has not been paid to Underwriters by 4.00 pm Greenwich meantime on the 45th day after the date of inception of this Policy (and, in respect of instalments, by the date they are due), Underwriters shall have the right to cancel the Policy by notifying the Insured at the address shown in item 1 of Schedule 1. In such circumstances, cancellation shall be effective at 4.00 pm Greenwich meantime on the 15th day after the date of notice of cancellation by Underwriters and the Policy shall be terminated automatically without further reference or confirmation to the Insured. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full Policy premium shall be payable to

Underwriters in the event of loss, Damage, circumstance or occurrence likely to give rise to claim under this Policy. If the premium due is paid to Underwriters before the notice period expires, such cancellation shall be automatically revoked.

Cancellation:

- This Policy may be cancelled by the Insured by written notice to Underwriters stating when, not less than thirty (30) days thereafter, the cancellation shall be effective.
- Save where the Premium Payment clause above applies, this Policy may be cancelled by Underwriters by written notice to the Insured at the address shown in the Schedule stating when, not less than thirty (30) days thereafter such cancellation shall be effective.
- The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation in the notice shall become the end of the Policy period. Delivery (where permitted by law) of such written notice either by the Insured or by Underwriters shall be equivalent to mailing.
- If the Insured cancels this Policy, 25% of the premium charged shall be deemed fully earned upon inception of the Policy and the remaining earned premium shall be computed in accordance with the customary short rate table and procedure. If Underwriters cancel this Policy the premium shall be computed pro rata.
- The premium shall be deemed fully earned if any loss, Damage, circumstance or Occurrence has been notified under this Policy.
- Premium adjustment may be made either at the time of cancellation or as soon as practicable thereafter but payment or tender of unearned premium is not a condition of cancellation.

Warranty as to uses: The Insured Warrants that the building uses declared to Underwriters at inception and detailed in Schedule 2 to the Policy are correct and that such uses shall not change during the Policy Period without Underwriters' prior written consent.

Changes/Amendments: Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Underwriters in writing.

Several Liability: Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

Claim Settlement: Settlement of any valid claim under this Policy shall be payable, subject to the application of the Deductible, within 60 days after the conclusion of Underwriters' investigation(s) necessary for the assessment of the extent of their liability 4.4 Event cancellation.

4.6 WORKS OF ART

Scope of cover

If You have opted for the Works of Art cover in Your Schedule, You are covered for:

Your collection: Physical loss of or Damage to the collection of art pieces declared in the Schedule whilst in the Insured premises. Depreciation is included where this occurs as a direct result of Damage Insured by this section of the Policy.

You are also Insured for the reasonable cost of transporting Your collection to and from, and placing it in, secure storage if:

- a. Your Insured premises is rendered unfit for occupation, or in Our sole opinion the security of Your Insured premises is compromised, as a result of sudden physical loss or Damage to Your Insured premises.
- b. The local authority prohibits access to Your Insured premises.

Until either such time as the physical loss or Damage is rectified, or the local authority allows You to resume occupancy of Your Insured premises. The most We will pay, provided that You have Our prior written agreement to incur these costs, is 15% of the Sum Insured of the collection.

Defective of lack of Title: Subject to the specific exclusions below, You are Insured for

- The amount You have paid to purchase an item which You are subsequently required, by law, to relinquish possession of due to:
 - a. The vendor's lack of title, or defective title, to the item purchased by You.
 - b. Any charge or encumbrance placed on the item, prior to the purchase by You, of which You were not aware.
- Legal costs You incur, with Our prior consent, in defending any claim made against You.

Provided always that the maximum We will pay under this paragraph will not exceed 10% of the Sum Insured, subject to a maximum of AED 250,000 per claim and in the aggregate each Policy year.

Exclusions

You are not Insured for:

1. Loss, Damage or expense caused by or resulting from:
 - a. Inherent defect, wear and tear, nature of the subject-matter Insured, gradual deterioration, insects, vermin, rust, corrosion, rot, mildew, mould, fungus, atmospheric or climatic conditions, or action of light.

- b. Alteration, misuse, electrical or mechanical breakdown.
 - c. Any act of dishonesty committed or connived at by any Employee.
 - d. Confiscation, requisition, detention or destruction by or by order of any government, public or local authority.
 - e. War, invasion, act of foreign enemy, hostilities (whether War is declared or not), civil War, rebellion, revolution, insurrection or military or usurped power; any part of the Insured premises normally occupied by You being lent let or sublet to a third party.
 - f. Any part of the collection being lent for exhibition without Our prior approval.
2. Loss, Damage or expense which is:
- a. Directly or indirectly caused by or contributed to by or arises from:
 - i) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - ii) The radioactive, toxic, explosive or hazardous properties of any explosive 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.
 - b. Caused by Your own willful act, or that of any Employee or tenant.
3. In respect of defective or lack of title, any claim made against You
- a. Outside the Period of Insurance.
 - b. In respect of any purchase made prior to the retroactive date stated in the Schedule or, if no date is stated, any purchase prior to the date You first Insured with Us.
 - c. Arising due to a registered Bill of Sale affecting the item.
 - d. Arising from any purchase made by You other than from an auctioneer or dealer who is a member of the RICS (Royal Institute of Chartered Surveyors, Fine Art Faculty), ARVA (Association of Regional Valuers & Auctioneers), SOFAA (Society of Fine Art Auctioneers), BADA (British Antique Dealers Association), LAPADA (London and Provincial Antique Dealers Association), SLAD (Society of London Art Dealers),

CINOA (Confederation Internationale des Negotiants en Oeuvres d'Art) or any other vendor agreed by Us in writing.

- e. Arising from any purchase made by You where you did not make reasonable enquiries about the item's provenance.
- f. Arising from any items inherited or given to You.

Loss Prevention Warranty

Preventive measures at the exhibition site: Coverage against theft under this Policy will be provided only if preventive measures agreed by the Insurer have been enforced on the exhibition site by the Insured.

The Insured shall:

- Protect the articles displayed and/or exhibited by insuring a permanent, active and close surveillance throughout the entire duration of the stay of said items on the site where the exhibition is to be set up, seen by the public and dismantled.
- Use all the available mechanic, electronic and human means of protection.
- Display all items made of precious metals, jewels, precious stones, fine pearls, jewellery, clocks and all fragile, small and/or very valuable objects, in reinforced display cases with thick glass and safety locks.
- However in the case of a theft with assault on the guards this cover will apply even if the preventive measures were not previously approved by the Insurer.

4.7 EXTREME WEATHER

Scope of cover

If You have opted for the Extreme Weather cover in the Schedule, You are covered through the reimbursement of financial losses due to a decrease in revenues linked to the abnormally Extreme Event described in the Schedule, in the park described in the Schedule (GPS coordinates), during the period described in the Schedule:

This cover is granted according to the conditions listed hereafter.

Extreme Weather Coverage

Insurance conditions: The Insurer guarantees to the Insured the reimbursement of financial losses consisting of a decrease in revenues due to the abnormally Extreme Event with an agreed upon Margin Per Day (gross margins declared by Client) as described in the Schedule according to the following modalities:

- The amount of the indemnities will be calculated after the last critical day of the Insured year. The number of Extreme days will be compared to the index trigger.
- For each Extreme day from and above the Index trigger, the Insured will receive the Daily Indemnity. From the Index exit, the Indemnity will cease to increase. It is thus limited to Maximum limit stated in the Schedule.

Replacement methodology: If one daily data is missing, its value will be replaced by satellite rainfall estimates.

The daily satellite data will be provided by Pre agreed data source and measured at the park location (GPS coordinates). This satellite data will be shifted according to the following methodology over the last 10 years:

Exclusions:

- Variations in number of Extreme days indexes caused or aggravated by:
 - Any nuclear fuel, radioactive product or waste, or any other source of ionising radiation.
 - Volcanic eruptions.
- Damage caused by willful misconduct from the Insured.

Contract Conditions and Warranties

1. Contract formation and effect: The Insurance contract is formed upon the parties' agreement. Once signed, the contract binds the two parties. However, the effect of the coverage is subject to the premium payment.

2. Contract duration: The contract is valid between the dates stated in the Schedule. It can be terminated in accordance with the provisions of 'Termination' below.

3. Concluding and ongoing contract statements – sanctions: The contract is based on the statements of the underwriter and the premium is set accordingly. Under penalty of sanctions provided in "sanctions" hereafter, the underwriter or its duly authorised representative, must:

- At the end of the contract:
 - a. Declare exactly all the known circumstances which are likely to be evaluated by the insurer about the risks that are underwritten.
 - b. Declare the existence of other contracts underwritten with other insurers, covering the same risks for the same interest ("assurances cumulatives" referred in Article L.121-4 of the French Code des Assurances).
- During the contract's validity period

a. Notify to the insurer by registered letter:

- i) Within fifteen (15) days from the day the Insured is aware of any new circumstances resulting in:
 - Worsening the existing risks
 - Creating new risks

And therefore, making the declarations referred in 6.1 inaccurate or outdated.

- ii) Immediately, the names of the other insurers, if the Insured contracts with other insurers any other Policy covering the same risks for the same purpose ("assurances cumulatives" referred to in Article L.121-4 of the French "Code des assurances").

- iii) The decision of recovery or bankruptcy of the Insured within 15 days from its date.

b. Consequences of the declaration of an aggravating circumstance:

- i) When a modification increases the risk according to Article L.113-4 of the French "Code des assurances", the insurer may offer to increase the premium to the underwriter or to terminate the contract. If, a 30-day period after the insurer proposal of an increase, the Insured refuses the proposal or does not give it any follow up, the insurer may terminate the contract.

- ii) The insurer will exercise his termination right according to the clauses of Article 7.1.2B) or 7.1.2C) below, as provided in Article 7.2 here below sanctions.

▪ During the contract's validity period

- a. Any intentional concealment or false statement provided at the end of the contract or during the contract, whenever it changes the subject of the risk or decreases the insurer's estimations, is sanctioned by the cancellation of the contract under the conditions of Article L.113-8 and L.121-3 of the French "Code des assurances".
- b. An omission or inaccuracy in the statement of the circumstances or aggravations specified in 6.1 and 6.2 here above does not make the contract obsolete if the bad faith of the Insured is not proved.
- c. If this omission or inaccuracy is discovered before a loss, the insurer has the option to either continue the contract by a premium increase accepted by the underwriter, or to terminate it according to the clauses of Article 7. In case the loss verification takes place only after the occurrence of a loss, any omission or inaccuracy is punished by a reduction in the Indemnity in proportion to the premiums paid compared to the premiums which would have been due if the risks had been accurately and completely declared (Article L.113-9 of the French "Code des assurances"). The pricing used as a basis for this reduction is the one applicable either on the date when the occurrence of a loss should have been brought to the attention of the insurer (in case of an

omission), or the date when the act was notified (in case of inaccuracy).

4. Contract termination for the Extreme Weather cover: The cover for Extreme Weather will expire at the dates set forth in the Schedule, without prejudice to the Period of cover clause in the Policy.

In the event of a loss

Determination of the amount of losses: A loss calculation file is provided:

- client_Indemnities.xlsx”.

The Insurer shall notify the Insured within two weeks after reception of the rainfall records available to the insurer by the Certification Agent:

- Data provided by the data certifying officer for the relevant period.
- The loss calculation file completed with data.

In case of differences between the file and the thresholds specified in this contract, the figures indicated in the contract will be kept as a reference.

Loss Notification: The Insured must produce a written declaration to the insurer (preferably by registered letter) or verbally against receipt.

Payment of compensations: It is agreed that the insurer will pay the compensation to the Insured within 90 days after the date of reception of the loss declaration.

Limits of commitment of the insurer: The maximum amount of commitment for the insurer is up to the Maximum limit stated in the Schedule.

4.8 TRAVEL INSURANCE

Scope of cover

If You have opted for the Travel Insurance cover in Your Schedule, You are insured to provide Your Selected Guests, upon declaration to Us within 48 hours from the Travel Commencement date with covers in respect of:

Cover	Sum Insured (AED)	Excess (AED)
Emergency medical expenses	As mentioned in the Policy Schedule	
Medical transportation		
Repatriation of Mortal Remains		
Cancellation or Curtailment		
Delayed departure after 12 hours		
Delayed Baggage		
Personal Baggage, Valuables, and Personal Money		
Loss of Passport		

The covers are granted for the Period of Trip as stated in the Schedule and declared for each Selected Guest, as per the detailed terms defined below for each cover.

Emergency Medical Expenses

We shall pay medical, pharmaceutical and hospital expenses incurred by Your Selected Guests on medical prescription in urgent cases arising because of a medical condition which has occurred during the trip, as well as ambulance expenses from the place of the accident or Illness to the nearest medical centre:

We shall also pay for follow-up outpatient treatment necessarily incurred following an in-patient treatment but this is limited to a maximum period of 10 days after discharge from the hospital.

Medical Transportation

We undertake and bear the cost of Your Selected Guests transport as per Our Policy benefits table and as prescribed by the medical practitioner.

Repatriation of Mortal Remains

We shall pay for the cost of a post-mortem, of preparation of the body and of the coffin essential for the transport thereof, but not including the expenses of burial and inhumation as per the Policy benefits table.

Cancellation or Curtailment

We will pay Your Selected Guests as per Your table of benefits per Insured Person for any irrecoverable, unused travel and accommodation costs and other pre-paid charges, which Your Selected Guests have paid or are contracted to pay if:

1. Cancellation of the Trip is necessary and unavoidable; or
2. The Trip is Curtailed before completion.

As a result of any of the following events occurring during the Period of Insurance:

1. The Death, Bodily Injury or Illness of:
 - a. Your Selected Guests.
 - b. Any person with whom Your Selected Guests are travelling or have arranged to travel.
 - c. Any Close Relative to Your Selected Guests.
2. Accidental Damage to Your Selected Guests' home rendering it uninhabitable or the police requesting Your Selected Guest's presence following theft at Your Selected Guests' home during Your Trip or the preceding seven (7) days.
3. Travel being prevented by government restriction following an epidemic.
4. Hijack of the Insured Person or of any person with whom the Insured Person intends to travel or is travelling.

Special conditions for Cancellation or Curtailment:

1. Your Selected Guests must obtain a medical certificate from a medical practitioner and prior approval of AXA to confirm the necessity to return home prior to curtailment of the Trip due to medical reasons.
2. If Your Selected Guests fail to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel the Trip Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If Your Selected Guests cancel the Trip due to bodily injury or a medical condition Your Selected Guests must provide a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented You from travelling.

Specific exclusions to the Cancellation and Curtailment cover:

1. Any claim arising directly or indirectly from Your failure to comply with the Important Conditions relating to Health mentioned in this Policy.
2. Any claim arising directly or indirectly from government regulation or act, delay or amendment of the itinerary, or failure in provision of any part of the Trip (including error, omission, financial failure or default) of or by the provider of any service forming part of the Trip as well as of the travel agent or tour operator through whom the Trip was booked.
3. Failure to obtain the required passport or visa.
4. Circumstances known to You prior to the booking of the Trip which could reasonably have been expected to give rise to cancellation or curtailment of the Trip.
5. Airport departure duty or irrecoverable payments exceeding US\$ 250 for lost excursions.
6. Bodily Injury or Illness unless a medical practitioner provides a certificate stating that this necessarily and reasonably prevented You from travelling.
7. Bodily Injury or Illness resulting from pregnancy where the mother is expected to give birth before, during or within two months of the Trip.

Delayed Departure

If departure of the public Transport on which You are booked to travel from or return to Home is delayed for at least 12 hours from the scheduled time of departure due to strike, industrial action, adverse weather conditions, mechanical breakdown or technical fault, We will pay:

1. The limit stated in the Schedule for the first 12-hour delay and then the amount stated in the Schedule for each full 12 hours delay thereafter up to a maximum of AED 750 per Insured Person.
2. Up to the amount stated in the Schedule per Insured Person for any irrecoverable unused travel and accommodation costs and other prepaid charges, which You have paid or are contracted to pay if, after a minimum 12-hour has elapsed, You choose to cancel Your Trip.

Special conditions for Delayed Departure:

You may claim for Your Selected Guests only under sub-section 1. or 2. above, not both.

What is Not covered under Delayed Departure:

1. Your Selected Guests failure to check in according to the itinerary supplied to them and their failure to obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for such delay.

2. Your Selected Guests failure to comply with the terms of contract of the Travel Agent, Tour Operator or provider of transport.
3. Strike or industrial action or air traffic control delay existing or publicly declared by the date this Insurance is effected by Selected Guests.
4. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.

Delayed Baggage

We will pay Your Selected Guests for emergency replacement of clothing, medication and toiletries if the Baggage is temporarily lost in transit during the outward journey and not returned to Your Selected Guests within 12 hours, provided written confirmation is obtained and sent to Us from the Airline Company, confirming the number of hours the Baggage was delayed. The maximum amount payable is AED 750:

If the loss is permanent, the amount paid under this Section will be deducted from the final claim paid by any other Section of the Policy covering the Baggage. Your Selected Guests must provide receipts or bills for any expenses claimed under this section.

Personal Baggage, Valuables and Personal Money

We will pay for the accidental loss of, theft of or Damage to Your Selected Guests Baggage occurring during the Period of Insurance. The amount payable will be the current market value, which considers a deduction for wear, tear and depreciation (or We may, at Our option, replace, reinstate or repair the lost or Damaged Baggage).

We will also pay for the accidental loss of, theft of or Damage to Your Selected Guests Personal Money occurring during the Period of Insurance.

Maximum amount payable under Personal Baggage, Valuables and Personal Money:

The maximum We will pay is AED/SAR/QAR 10,000 or BHD/OMR 1,000 per Selected Guest:

- Valuables AED/SAR/QAR 3,500 or BHD/OMR 350.
- Personal Money AED/SAR/QAR 10,000 or BHD/OMR 1,000.

Please note that children are covered for 10% of the Insured Person limit.

Excess applicable under Personal Baggage, Valuables and Personal Money:

The applicable Excess in respect of this cover is AED/SAR/QAR 400 or BHD/OMR 40 per claim for each Selected Guest.

Special Conditions applicable under Personal Baggage, Valuables and Personal Money:

Your Selected Guests must take reasonable precautions at all times to ensure the safety and supervision of Baggage and Money, and Your Selected Guests should take all practicable steps to recover property lost or stolen. If it is lost, stolen or Damaged whilst in the care of a carrier, transport company, authority or hotel Your Selected Guests must report to them, in writing, details of the loss, theft or Damage and obtain written confirmation. If property is lost, stolen or Damaged whilst in the care of an airline Your Selected Guests must:

- a. Obtain a Property Irregularity Report.
- b. Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (Please retain a copy).
- c. Retain all travel tickets and tags for submission if a claim is to be made under this Policy.
- d. Retain receipts for items lost, stolen or Damaged as these will help You to substantiate Your claim.

Your Selected Guests must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of all Baggage and/or Money.

Exclusions under Personal Baggage, Valuables and Personal Money:

1. Valuables left Unattended at any time (including in a Motor Vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked accommodation.
2. Baggage and Money contained in or stolen from an unattended Motor Vehicle.
3. Loss or Damage due to delay, confiscation or detention by customs or other authority.
4. Loss or theft of travellers' cheques not reported to the local branch, agent or issuing authority within 24 hours of the discovery of the loss or theft or where the instructions of the issuing agents have not been carried out.
5. Depreciation in value or shortages due to error or omission.
6. Unset precious stones, contact or corneal lenses, hearing aids and dental or medical fittings, musical instruments, deeds, manuscripts, securities, perishable goods, bicycles.
7. Cracking, scratching, breakage of or Damage to china glass, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft or accident to the vessel, aircraft or vehicle in which they are being carried.
8. Breakage of sports equipment or Damage to sports clothing whilst in use.
9. Business goods, samples, tools of trade, motor accessories and other items used in connection with Your employment or occupation.

10. Wear and tear, depreciation, deterioration or loss or Damage by atmospheric or climatic conditions by moth, vermin, by any process of cleaning, repairing or restoring, mechanical or electrical breakdown or derangement.

Loss of Passport

We will reimburse Your Selected Guests for the cost of making a duplicate Passport which is lost or unintentionally and accidentally Damaged or defaced during the Period of Insurance, up to AED/SAR/QAR 1,500 or BHD/OMR 150.

Excess applicable under Loss of Passport:

The applicable Excess in respect of this cover is AED 400 per claim for each Selected Guest.

Special Conditions applicable under Personal Baggage, Valuables and Personal Money:

Your Selected Guests must take reasonable precautions at all times to ensure the safety and supervision of Your Passport and Your Selected Guests should take all practicable steps to recover it if lost or stolen. If it is lost or stolen whilst in the care of a carrier, transport company, authority or hotel, Your Selected Guests must report to them, in writing, details of the loss or theft and obtain written confirmation.

If Passport is lost or stolen whilst in the care of an airline:

- a. Your Selected Guests must obtain a 'Property Irregularity Report'.
- b. Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (Please retain a copy).
- c. Retain all travel tickets and tags for submission if a claim is to be made under this Policy.

Exclusions

Exclusions under Loss of Passport:

1. Passport left unattended at any time (including in a Motor Vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked accommodation.
2. Loss or theft of Passport not reported to the Police, local embassy, consulate or issuing authority within 24 hours of the discovery of the loss or theft.
3. Loss or Damage due to delay, confiscation or detention by customs or other authority.
4. Fines, penalties, punitive Damages.
5. Cost of passport renewal.

Exclusions under Travel Insurance in general

We will not pay for claims arising directly or indirectly from:

- a. War invasion act of foreign enemy hostilities (whether War be declared or not) civil War rebellion revolution insurrection or military or usurped power riot or civil commotion.
- b. Any act of Terrorism. For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons 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.
- c. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
- d. Loss, destruction or Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- e. Losses 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, programme, 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.
- f. The following activities: bob sleigh/ skeletons, bobbing, off-piste skiing, free-style skiing, heli-skiing, luge, ski acrobatics, ski flying, ski jumping, ski mountaineering, glacier skiing, ski stunting, snow carting, snow mobiling, snowcat skiing or skiing against local authoritative warning or advice.
- g. Your engagement in or practice for: manual work in connection with a profession, business or trade, the use of motorised two or three-wheeled vehicles unless a full driving licence is held permitting the use of such vehicles in those countries which You are visiting/travelling through, motor competitions/rallies, professional entertaining, professional sports or racing.
- h. Your Selected Guests' engagement in or practice of: base jumping, bungee jumping, expeditions, jet skiing, mountaineering requiring the use of guides or ropes, shark diving or underwater activities.
- i. Your Selected Guests' engagement in or practice of: boxing, canyoning, caving, cycle racing, fencing, flying in unlicensed aircraft or as a learner, competitive football, gliding, gymnastics, hang gliding, horse riding in competitions, hot air ballooning, hunting,

ice hockey, karate, kayaking, martial arts, microlighting, parachuting, paragliding, parapenting/parascending/parasailing, polo, potholing, rugby, sky diving, sky surfing, white water rafting/canoeing or wrestling.

- j. Your Selected Guest's willfully self-inflicted injury or illness, sexually transmitted diseases, solvent abuse, alcoholism, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
- k. Your Selected Guest's own unlawful action or any criminal proceedings against You.
- l. Bodily Injury, illness, sickness, Death, loss, disablement, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV-related illness.
- m. Consequential loss of any kind.
- n. A Trip from which Your Selected Guests are not booked to return within the Period of Insurance.
- o. Incidents which may give rise to a claim not notified to Us in writing within 15 days of the end of the Trip.
- p. Operational duties as a member of the Armed Forces.
- q. Your Selected Guests suffering from stress, anxiety, depression or any other psychological disorder.

4.9 ALTERNATIVE ACCOMMODATION FOR GUESTS

Scope of cover

We will pay You for the costs of emergency accommodation necessarily and reasonably incurred by You because of Damage to Insured Property occurring during the Policy Period caused by Damage covered that renders the hotel rooms:

- Unfit for habitation; and/or
- Inaccessible

We will not pay more than AED/SAR/QAR 1,500 or BHD/OMR 150 a day for a maximum of 21 days per room.

5. Conditions of cover, and general terms and exclusions, applicable to all sections

5.1 CONDITIONS OF COVER

Premium payment

In consideration of the Insured having paid or agreed to pay to the Company the first premium shown in the Schedule, then the following conditions will apply during the Period of Insurance, provided that You have selected them and they appear in the Schedule.

Coinsurance

In the event of Coinsurance, the liability of each Company individually in respect of each cover shall be limited to the proportion set against its name in the Schedule.

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 Company shall not be liable under this Policy so far as it relates to property affected by any such misdescription misrepresentation or omission.

Reasonable care and selection of Employees

The Insured shall take all reasonable care in the selection and employment of competent Employees and shall take reasonable precautions to prevent any loss.

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 Company signified by endorsement upon the Policy by or on behalf of the Company.

- a. If the trade or manufacture carried on be altered or if the nature of the occupation 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 thirty (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.

Cancellation

This Policy may be terminated at any time at the request of the Insured in writing with a thirty days' notice, in which case the Company 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 the option of the Company, on 30 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the Premium for the unexpired term from the date of the cancellation.

Safeguard 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.

Claims

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 claim form and all supporting documentation required by Us.
- Send Us details of any other Insurance which may cover the same event, within thirty days (30) 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 always act 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.

Fraudulent claims

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

Company rights after a loss

On the happening of any loss, destruction or Damage to any of the Property Insured, the Company may

- a. Enter and take and keep possession of the building or premises where the loss or Damage has happened.
- b. Take possession of or require to be delivered to them any property of the Insured in the building or on the premises at the time of the loss or Damage.
- c. Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- d. 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 the Company at any time until notice in writing is given by the Insured that they make no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and the Company shall not be by any act done in the exercise or purported exercise of their powers hereunder incur any liability to the Insured or diminish their right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on their behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of their powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

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 Condition 15 of this Policy) within three months after the Arbitrator shall have made his award, all benefit under this Policy shall be forfeited.

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.

Subrogation

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or Indemnity from other parties to which the Company shall be or would become entitled or subrogated upon their 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 his indemnification by the Company.

Marine

This Insurance does not cover any loss or Damage to property which at the time of the 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.

Contribution

If at the time of any loss destruction or Damage happening to any Property Insured there be any other subsisting Insurance or Insurances whether effected by the Insured or by any other person or persons covering the same property the Company shall not be liable to pay or contribute more than their rateable proportion of such loss destruction or Damage.

Average

If the Property Insured shall at the time of any loss destruction or Damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every Item if more than one of the Policy shall be separately subject to this Condition.

This clause is subject to any adjustments in the sections relative to each cover.

Arbitration

If the Insured and Insurers fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the Insured and Insurers shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire and the award in writing of any two, duly verified, shall determine the same.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

or

If any dispute arises out of this Policy the Company shall immediately notify the Insured in writing of its right to refer the dispute to arbitration. Such dispute shall be referred to an Arbitrator to be appointed in writing by the Company and the Insured and if they cannot agree upon a single Arbitrator then two Arbitrators are to be appointed in writing by each of the parties within one calendar month. The Arbitrators shall be persons with not less than ten years' experience of Insurance within the Insurance industry or lawyers serving in it.

After having been requested in writing by either of the parties, or if the Arbitrators do not agree, an Umpire shall be appointed in writing by the Arbitrators. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action by the Insured against the Company. If the Company denies liability for any claim made by the Insured and the claim has not been referred to arbitration within twenty-four (24) calendar months from the date of such denial of liability on the terms set out, the claim shall be deemed to have been abandoned and cannot be reinstated. The seat of arbitration shall be the territory where the Policy was issued and the applicable law shall be that of the territory where the Policy was issued.

Privity of contract

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

Jurisdiction

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

Observance of conditions

The due observance and fulfilment of the terms conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Company to make payment under this Policy.

72 hours' clause

It is agreed that any loss of or Damage to the Insured property arising during any one period of 72 consecutive hours, caused by 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 about 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 loss or Damage occurring over a more extended period of time.

Sanctions clause

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the Company shall not be liable to pay any claim or provide any benefit 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, United Kingdom or United States of America.

5.2 CLAIMS PROCEDURE

How to contact Us in case of a claim:

Toll Free: 800 AXA (292)

Email: TBA@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 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.

5.3 GENERAL EXCLUSIONS:

You are not covered for 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, action of 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, United Kingdom or United States of America.
13. Resulting from operations, exports or visits located in or to 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) above. 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.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of people.

If the Company alleges 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 the Insured.

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

16. Radioactivity.
 - a. Any accident or any loss or destruction of or Damage.
 - i) To any property whatsoever or by 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.
17. Sonic bangs.

Loss, destruction or Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

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.

6. Complaints Procedure

How and where to complain

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..

Our promise to You

- We will acknowledge complaints promptly.
- We will investigate quickly and thoroughly.
- We will keep You informed of progress.
- We will do everything possible to resolve Your complaint.
- We will learn from Our mistakes.
- We will use the information from complaints to continuously improve Our service.

Telephone calls may be recorded for training and monitoring purposes.

If it is about Your Policy or Claim or any other matter, please call Your Insurance adviser or, if none has been appointed by You, please contact Us directly.

To help Us assist You, We request that You

- Attach relevant supporting documents if You deem it necessary.
- Ask the questions You would like Us to answer.
- Tell Us what You think would be a reasonable response to Your complaint.

Support and assistance is available for the process of making complaints and/or interpreting the complaints procedure. Our internal complaints management Policy and procedure include the provision of remedies that reflect what is fair and reasonable in the circumstances.

We would like to assure You that all matters are dealt with seriously, impartially 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 the Country where Your insurance Policy was issued 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.

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

2. Send a letter to the management; or
3. Transmit a fax; or
4. Telephone Us 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 7 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 whose contact details are provided on our website.



800 AXA (292)

axa.ae

AXA Insurance (Gulf) B.S.C. (c)
Registered in the Insurance Companies Register - Certificate No. (69) dated 22/01/
2002. Subject to the 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

UAEPL31EN15911PR1117252019JN