



ذی اورینتال انشورنس کومپانی لیمنٹڈ The Oriental Insurance Co. Ltd.

(Regd. Office: "ORIENTAL HOUSE" A 25/27, Asaf Ali Road, New Delhi, India)



Issuing Office : Dubai, Sheikh Rashid Building , Above Bank Of Baroda, Dubai Creek, Floor 3, Suite 303, Entrance from Rear.
P.O. Box: 478, DUBAI, UAE., Phone: +971 4 3538688 / 3537795, Fax: +971 4 3531722, E-mail : ksm@oicgulf.ae, Cable : SOBHRAJ
"IN DUBAI SINCE 1960"

FIRE, ALLIED PERILS & BURGLARY POLICY

Whereas the Insured, by a proposal and Declaration which shall be the basis of this contract and is deemed to be an integral part of it, has applied to THE ORIENTAL INSURANCE CO. LTD. (hereinafter called the "Company") for the insurance hereinafter contained and in consideration of the Insured named in the Schedule hereto having paid to the THE ORIENTAL INSURANCE CO. LTD the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

I Fire

Excluding destruction or damage caused to the property insured by

- i) its own fermentation, natural heating or spontaneous combustion.
- ii) its undergoing any heating or drying process.
- b) burning of property insured by order of any Public Authority.

II Lightning

III Explosion/Implosion

Excluding loss, destruction of or damage

- a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces.

IV Aircraft Damage

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V) Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

VI) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

VII Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment.

VIII Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or groundworks or excavations.

IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

Excluding:

- a) destruction or damage occurring whilst the premises are vacant for more than 30 days consecutively.
- b) The first amount of each and every loss, at each situation shown in schedule as Excess as ascertained after the application of the Condition of Average.
- c) Damage occurring as a result of inability of gutters, pipes, down pipes and apparatus to convey rain water off and out of the building and pre-existing defects in the premises.

In so far as this extension relates to Bursting or Overflowing Water Tanks Apparatus or Pipes, the Insured shall take reasonable precautions to maintain all pipelines, apparatus and water tanks in good condition by a time bound maintenance programme.

X Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

XI Bush Fire Excluding loss, destruction or damage caused by Forest Fire.

XII EARTHQUAKE EXTENSION CLAUSE

It is hereby declared and agreed that, notwithstanding anything in the within written policy contained to the contrary, the insurance under this policy shall, subject to the Special Conditions hereinafter contained, extend to include:- Destruction of or damage to the property insured, directly caused by EARTHQUAKE.

Excess Clause: Standard Excess as mentioned on the policy Schedule

It is further agreed that this Clause shall apply separately to:-

- (i) each building, for which purpose all insured buildings at the same address will be regarded as one building;
- (ii) each incident giving rise to such loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven consecutive days freedom from the peril concerned and that only thereafter shall the clause apply afresh.

PROVIDED ALWAYS that all the Conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

This extension will be subject to:

1. The liability of the Insurers under this Endorsement shall be limited to the proportion which the sum insured thereunder shall bear to the total Insurance effected by or on behalf of the Insured on the same property against ordinary fire loss or damage (i.e. destruction or damage as originally covered by the within Policy) and shall in no case under this Endorsement and the policy exceed the sum insured by each item of the Policy.
2. This insurance does not cover:
 - (a) Property in the open, boundary or retaining walls, gates or fences.
 - (b) Glass in shop fronts, metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
 - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - (e) Consequential loss or damage of any kind of description.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

A) GENERAL EXCLUSIONS

This Policy does not cover (not applicable to policies covering dwellings

- 1) **The amount shown as EXCESS (deductible) in the policy schedule from the assessed loss.**
- 2) **Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.**

- 3) Loss, destruction or damage directly or indirectly caused to the property insured by
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof Loss, destruction or damage caused to the insured property by pollution or contamination excluding.
- 4)
 - a) pollution or contamination which itself results from a peril hereby insured against.
 - b) any peril hereby insured against which itself results from pollution or contamination
- 5) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Dhs. 1,000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
- 6) Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- 7) Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 8) Unless otherwise specified in the policy schedule, expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril.
- 9) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10) Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- 11) Loss by theft during or after the occurrence of any insured peril except as provided under Riot & Strike cover.
- 12) Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Volcanic eruption or other convulsions of nature.
- 13) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
- 14) Loss or damage occasioned or through or in consequence directly or indirectly due to acts of Sabotage & Terrorism.
- 15) Loss or damage resulting from total or partial cessation of work or the retarding of interruption or cessation of any process or operation or omissions of any kind.
- 16) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- 17) Loss or damage occasioned by permanent or temporary dispossession of any Building or Plant or Unit or Machinery resulting from the unlawful occupation by any person of such building or Plant or unit or Machinery in prevention of access to the same.

B) GENERAL CONDITIONS

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance 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 of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - b) If the building insured or containing the insured property becomes unoccupied and so remains for a continuous period of more than 30 days.
 - c) If the interest in the property passes from the insured otherwise than by will or operation of law.
4. 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.
 5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated 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 proportion of the premium for the unexpired term from the date of the cancellation.
 6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
 - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
 - b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this policy, 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 it 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 he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits 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.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against 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.
11. If at the time of any loss or damage happening to any property hereby 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, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. 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 its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

ALLIED PERILS CLAUSES

It is hereby declared and agreed that notwithstanding anything in the within mentioned policy contained to the contrary, the insurance under the policy shall extend to cover:

ALL OTHER CONTENTS CLAUSE

It is agreed that the term "all other contents" is understood to include :

- a) Money and Stamps not otherwise specifically insured for an amount not exceeding Dhs. 1,000/-
- b) Documents Manuscripts and Business Books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the insured of the information contained therein and for an amount not exceeding Dh. 1000/- in respect of any one Documents, Manuscript or Business Book.
- c) Patterns, Models, Moulds, Plans and Design for an amount not exceeding Dhs. 1000/- in respect of any one Pattern, Model, Plan or Design and so far as they are not otherwise insured.
- d) Employees, Pedal Cycles, Clothing, Tools and other personal effects for an amount not exceeding Dhs. 1000/- in respect of any one employee.
- e) Computer Systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with production of information to be recorded therein) and not for the value to the insured or the information contained therein for the value to the insured of the information contained therein for amount not exceeding Dhs. 3000/-

WORKMEN MAINTENANCE CLAUSE

It is hereby noted and agreed that Workmen are allowed on the premises for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like without prejudice to this insurance.

Subject otherwise to the terms, conditions and exceptions of the policy.

PUBLIC AUTHORITY CLAUSE

It is hereby agreed that within the limit(s) of the sum(s) no (s) of column (s) this policy covers such additional cost of reinstatement of the property thereby insured which has been destroyed or damaged of the necessity to comply with building or other regulations under or framed in pursuance of any Act of government or with bye laws of any municipal or local authority.

Provided that :-

1. The amount recoverable under this extension of the policy shall not include
 - (a) The cost incurred in complying with any of the said regulations of bye-laws.
 - (i) In respect of destruction or damage occurring prior to the granting of this extension.
 - (ii) Under which notice has been served upon the assured prior to the happening e.g. the destruction or damage.
 - (iii) In respect of undamaged property or undamaged portions of property other than foundations (Unless foundations are specially excluded from the insurance from this policy) of that portion of the property destroyed or damaged.
 - (b) The additional cost that would have been incurred to make and the property destroyed or damaged in a condition equal to its condition when new had the necessary to comply with any of the said regulations or by laws not arisen.
 - (c) The amount of any rate, tax, duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the said regulations of by-laws
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the said regulations or by-laws so necessitate) subject to the underwriters under this extension not being thereby increased.
3. If in respect of any property the liability of the underwriters under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy to which this clause is attached then the liability of the underwriters under this extension in respect of any such property shall be reduced in the same proportion.

This clause is subject otherwise to all the terms and conditions of the policy to which it is attached.

LOSS OF RENT CLAUSE

It is hereby declared and agreed that the company will not be liable for rent unless the said building or buildings be destroyed by or so damage by any of the perils insured under the policy as to be rendered unfit for occupation, and then only for such a portion of the amount of..... months rest as may be equivalent to the time necessary for reinstating the damage sustained, but in no case exceeding..... months rent.

PROVIDED THAT

The insured shall use diligence and do concur in doing all the things reasonably practicable to avoid or diminish loss.

RE-INSTATEMENT VALUE CLAUSE

It is hereby declared, and agreed that in the event of the property insured under item Nos. of the within policy being destroyed or damaged, the basis upon which the amount payable under each of the said items of the policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the policy expect in so far as the same may be varied hereby.

SPECIAL PROVISIONS

- 1) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the company not being thereby increased) may be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the company may (during the said 12 months) in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
- 2) Until expenditure has been incurred by the insured in replacing or reinstating the property destroyed or damaged the company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
- 3) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other perils insured against by this policy, then the insured shall be considered as being this own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

4. This memorandum shall be without force or effect if.

- a) The insured fails to intimate to the company within 6 months from the date of destruction or damage, or such further time as the company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
- b) The insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

SMOKE DAMAGE CLAUSE

It is hereby declared and agreed that the policy is extended to cover loss and / damage caused to the property insured by sudden unexpected and unusual emission of smoke whether or not a fire is broke out excluding smoke from fire places or industrial apparatus.

AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE

It is hereby agreed that in the event of a claim payment under this policy, the Company agrees to reinstate the sum insured by the amount of such payment automatically with an appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.

DEBRIS REMOVAL CLAUSE

The insurance by this policy is extended to cover costs and expenses necessarily incurred by the insured with the consent of the insures in:

- a) Removing debris from
- b) Dismantling and or / demolishing
Shoring up or / propping of

The insured property lost or damaged from any clause indemnifiable by this policy the liability of the insurers under this endorsement shall in no case exceed the limit specifically mentioned in this policy subject otherwise to the terms, exceptions and conditions of this policy

DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining, where necessary, the item under which any property is insured, the Insurers agree to accept the designation under which the property has been entered in the insured's books.

SPECIAL WARRANTY

WARRANTED THAT THE INSURANCE COVER UNDER THIS POLICY IS CONFINED TO PROPERTY DESCRIBED IN THE SCHEDULE ONLY. THE INSURERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS/ DAMAGE TO AND/OR ANY LIABILITY ARISING FROM ADJOINING/NEIGHBOURING PROPERTIES BELONGING TO OTHERS EVEN WHEN THE INSURED UNDER THIS POLICY IF FOUND NEGLIGENT.

ان الغطاء التأميني بموجب هذه البوليصة محصورا في الملكية المبينة في الجدول فقط. ولن يكون المؤمن مسؤولا في أي حال من الاحوال عن أية خسارة/ضرر قد يحصل /أو أية التزامات تنشأ عن ضم / دمج الممتلكات المجاورة والتي تخص الآخرين حتى وأن تبين بأن المؤمن له بموجب هذه البوليصة كان مهملا.

RIOT, STRIKE AND MALICIOUS DAMAGE ENDORSEMENT

In consideration of the payment of additional premium it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary the insurance under this policy shall extend to cover Riot, Strike and Malicious Damage which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained) :

Loss of or visible physical damage by external & violent means to the property insured directly caused by:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of strike or in resistance to a lock-out resulting in visible physical damage by external violent means.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
5. Any malicious act but excluding any omission of any kind by any person (whether of not such act is committed in the course of a disturbance of public peace) provided that the Company shall not be liable for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt caused by any person taking part therein.

SIGN BOARD ENDT.

In consideration of an extra premium, it is hereby declared and agreed that during the period of insurance under the within mentioned policy, the company will subject to the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon indemnify the Insured against :

- A. by accidental external means.
- B. by fire, lighting, external explosion or theft.
- C. by strike and riots.
- D. by storm, tempest, typhoon, hurricane, tornado or cyclone.

EXCLUSIONS :-

The Company shall not be liable to make any payment under this section in respect of :-

- 1. The fusing or burning out of any Bulbs and / or Tubes arising from short circuiting of arcing or any other mechanical or electrical defect or breakdown;
- 2. Repair, cleaning, removal or erection, wear on tear, depreciation or deterioration;
- 3. Damage to tubes unless the glass is fractured;
- 4. Overrunning, overheating or strain;
- 5. Atmospheric conditions, like humidity, dust accumulation, rain/ rainwater etc., etc.;
- 6. Consequential loss howsoever caused;
- 7. The first 10% of each and every loss or Dhs. 250/- whichever is more.

Subject otherwise to the terms, conditions and warranties of the policy.

PLATE GLASS ENDT.

In consideration of an extra premium, it is hereby declared and agreed that during the period of insurance under the within mentioned policy, the company will, subject to the terms, exceptions and conditions contained herein of endorsed or otherwise expressed hereon, indemnify the Insured against:

Breakage or damage to the Plate Glass or any part thereof described in the schedule (which for the purpose of this policy shall not include damage by scratches) attached to the within mentioned policy.

- a) by accidental external means.
- b) by fire, lightning, external explosion.
- c) by strike and riots and malicious damage.
- d) by storm tempest, typhoon, hurricane, tornado or cyclone.

CONDITIONS

- 1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Company with which the Insured has been in Communication.
- 2. This Policy does not cover :-
 - (a) Cracked or imperfect glass.
 - (b) Damage to frames or framework of any description.
 - (c) The removal or replacement of any fitting or fixtures in order to replace glass.
 - (d) The cost of Boarding up or any loss or damage arising from the interruption of or delay in the insured's business during the time Intervening between occurrence of any breakage and or reglazing.
 - (e) The first 10% of each and every loss or Dhs. 250/- whichever is more.
- 3. All the Glass described by this Policy is insured only so long as it is fixed. If there by any alteration of the premises, or in the tenancy, sub-tenancy, occupancy of or business carried on in the buildings containing the Glass described in this Policy or if the premises should become void or disused, then and in every such case the same must be immediately notified to the company and if the risk is increased the Company shall have the option to changing a suitable extra premium or of refusing to continue the Insurance.
- 4. In case of breakage of any of the Glass herein mentioned, the Insured shall give immediate notice there of in writing to the Company and shall finish full particulars of such breakage and how sustained, and make proof of the same by the

production of such evidence as the Company may reasonably require, and if no claim shall be made within fifteen days from the happening of such breakage the Insured shall be excluded from all rights to recover under this policy.

5. All salvage glass shall be the property of the Company, and must be carefully preserved, and it shall be at the option of the Company either to pay to the Insured the amount of the Intrinsic value in money or to make replacement with glass of a similar manufacture and quality. The Company shall be entitled to use the name of the Insured for all purposes in connection with this Policy including the bringing, enforcing or setting of legal proceedings for the benefit of the Company.

FLOOD / POLLUTION / CONTAMINATION EXCLUSION CLAUSE

It is hereby declared and agreed that the Flood and Inundation cover granted under this policy is subject to the following :-

Flood shall mean

1. The overflowing or deviation of water from their normal channels of either natural or artificial water courses. And
2. Any flow or accumulation of water on ground except when such accumulation is caused by over-flowing or bursting of water supply mains, tap, pipe, valve or the like.

Rain water damage shall be payable only when the building described in the schedule or containing the property in respect of which the claims is made, is damaged by any of the perils stated below:

Hail, Snow, Storm, Tempest, Gale, Cyclone, Typhoon, Hurricane or Tornado

Normal leakage of rain water whether due to defects in the premises or for any other causes, except as stated above, shall not be admissible under this policy.

Subject otherwise to the same terms, conditions and exceptions of this policy.

POLLUTION / CONTAMINATION EXCLUSION CLAUSE

It is expressly declared and understood that the Insurance by this does not cover any liability for :-

1. Personal Injury or Bodily injury or, loss of damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended an unexpected occurrence during the policy period.
2. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden, accidental unintended and unexpected event during the policy period.
3. Pollution arising out of the manufacturing, handling, usage or disposal of asbestos, silicon, dioxin, formaldehyde and chlorinated hydro-carbons, under any circumstances.
4. Fines, Penalties, Punitive or exemplary damages under any circumstances. This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

TERRORISM & SABOTAGE RISKS EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this insurance excludes 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:

Any act of terrorism or Sabotage or kidnapping

For the purpose of this endorsement the above mean an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and / or to put the public, or any section of the public, in fear or a demand or Ransom.

This endorsement also excludes loss, damage, cost or expense of whatever 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 above.

If the insurer 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 assured.

BURGLARY COVER ENDORSEMENT

It is hereby declared and agreed with effect from inspection the Policy cover is extended to include loss of property mentioned in the schedule by Burglary & Housebreaking following a violent and forcible entry or exit in or from the insured premises leaving visible evidence of such a forcible & violent entry or exit.

Provided always that this policy shall not cover :

1. Loss or damage where any member of the insured's household or of his business staff is concerned directly or indirectly as principal or accessory or resulting from any act committed by any other person lawfully on the premises wherein the property insured may happen to be.
2. Unless specially mentioned, deeds, bonds, bills of exchange, promissory notes, cash, treasury notes, and blank notes, cheques, securities for money, stamps, stamp collection, books of account, documents of kind, manuscripts, medals and coins, motor vehicles and accessories or live stock.
3. Loss or damage caused due to use of original or duplicate keys unless the same is taken over by physical assault or threat thereof.

WARRANTY

HAZARDOUS GOODS - GODOWNS AND WAREHOUSES

GA Warranted that during the currency of this Policy, no goods other than piece-goods and/or yarn and/or twists and/or textile fabrics (including gunnies and/or hessians) in pressed bales and cases and/or umbrellas and/or umbrella fittings and/or metals (not including quicksilver) in blocks or slabs or sheets or rods or bars or bare wires or metallic cable not otherwise insulated or beams, joists or griders and the like not packed in any kind of containers (other than metals classified as hazardous or extra hazardous goods, metallic dusts, powder, filings and foils and machinery unless this be dismantled scrap and/or ores and/or other rocks or stones be stored in building to which insurance applies or in any building communicating therewith.

GB Warranted that during the currency of this policy neither hazardous goods (as per the list of hazardous goods) be stored nor hazardous trade or process be carried on in any one compartment or tenancy or in any portion or the building herein mentioned and/or in any building communicating therewith.

N.B. A small quantity of gunnies and/or hessians (loose) and/or hay or straw for packing purposes may be allowed without prejudice to this insurance.

GC Warranted that during the currency of this policy no

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| Celluloid Goods | Jute |
| Cinema film, other than safety or Non-flammable films having a cellulose acetate base | Matches (exceeding 5 gross of boxes) Methylated Spirit in excess of 225 litres (50 gallons) |
| Coir Cotton | Nitro-Cellulose plastics |
| Cotton Waste Crackers | Oils, ether, industrial solvents and other inflammable liquids flashing at and below 65.5° (150°F) Oils in excess of 225 litres (50 gallons) |
| Explosive of any kind Fireworks | Paints (liquid) with inflammable base, varnishes, disinfectant liquid and liquid insecticides having a flash point below 32°C (90°F) close test (other than in sealed tins or drums) Vegetable Fibres of any kind including rayon fibres |
| Fireworks bales) | Gunnies and Hessians (other than in fully pressed |
| Hay Hemp | |

be stored in any one compartment or tenancy or in any portion or the building herein mentioned and / or in any buildings communicating therewith.

N.B.A. small quantity of gunnies and / or hessians (loose) and / or hay or straw for packing purposes may be allowed without prejudice to this insurance.

GD Warranted that during the currency of this policy no work or process or trade of any kind except storage or removal of materials be carried on in the godown to which this insurance applies and / or in godowns communicating therewith.

GE Warranted that during the currency of this policy no rice-husk, paddy, straw, cane trash, bagaess or similar combustible material be used for dunnage purposes.

GF Warranted that during the currency of this policy no other goods except Grains and Seeds, (including Cotton Seeds and groundnut) be stored in the godowns and that no ridding by machinery be carried on therein.

GG Warranted that the godown be situated outside the compound of any Oil Mill, Rice Mill or grain disintegrating and crushing factory.

WARRANTY

HAZARDOUS GOODS - SHOPS AND STORES

SA Warranted that during the currency of this Policy neither Hazardous goods (as per the List of Hazardous goods) be contained, nor any hazardous trade and / or process be carried on, in the building(s) to which this insurance applies or in any building(s) communicating therewith.

The presence of hazardous goods not exceeding 1% of the total value of the stock (or in the case of a building having a number of compartments or tenancies or retail shops, not exceeding 1% of the value of the stock in each compartment or tenancy or shop) shall not be deemed a breach of this Warranty provide that the 1% allowance shall in no case exceed 5 gross boxes of matches, 225 litres of Kerosene Oil and 25 litres of petrol and / or other inflammable liquid having flash point below 32° C (90° F).

N.B A small quantity of gunnies and / or hessians (loose) and / or hay or straw for packing purposes may be allowed without prejudice to this insurance.

SB Warranted that during the currency of this policy no

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|---|---|
| Celluloid Goods | Hay |
| Cinema film, other than safety or Non-flammable films having a cellulose acetate base | Hemp Jute Matches (exceeding 5 gross of boxes) |
| Coir | Methylated Spirit in excess of 225 litres (50 gallons) |
| Cotton | Nitro-Cellulose plastics |
| Cotton Waste | Oils, ether, industrial solvents and other inflammable |
| Crackers | Liquids flashing at and below 65.5°C (150°F) Oils in excess of 225 litres (50 gallons) |
| Explosive of any kind | Paints (liquid) with inflammable base, varnishes, disinfectant liquid |
| Fireworks | and liquid insecticides having a flash point below 32°C (90° F) close |
| Gunnies and Hessians (other than in fully pressed bales) | test (other than in sealed tins or drums) Vegetable Fibres of any kind including rayon fibres |

In excess, in the aggregate, of 1 percent of the total value of stock (such quantity of such goods not to include more than 25 litres (6 gallons) of petrol or other volatile spirits flashing at and below 32°C (90°F) will be stored in any one compartment or tenancy in any portion of the building herein mentioned.

SC Warranted that during the currency of this policy no repairs to furniture, upholstering, pillow making or french polishing be carried on in the premises to which this insurance refers or in any building communicating therewith.

SD Warranted that during the currency of this Policy Crackers, Fireworks, and other explosives be stored under the conditions referred to in the Explosives Act and in accordance with the Rules made by Government under which the licence is granted.

SE Warned that during the currency of this policy no carriage-building and/or varnishing and / or upholstering be done in the premises.

SF Warranted that during the currency of this policy only occasional repairs mattress and pillow making, upholstering, French polishing (Hand Power only) be allowed to be carried on.

SG Warranted that during the currency of this policy no loose gun-powder be exposed, all stocks of gun powder being in fully packed containers and that no loading of cartridges be allowed.

LIST OF HAZARDOUS GOODS

The following list of Hazardous Goods commonly met with in commerce is provided for guidance only and does not absolve the insured from any penalties following from the storage for handling of goods which are not specifically covered under the policy. There are many other types of goods classified as 'hazardous' and rateable such some of which are listed in the brochure entitled 'List of Hazardous and Extra-hazardous' Goods which are met with frequently in Commerce' published by the Advisory Committee. Where doubt exists, as to the classification of any type of goods, reference must be made to the Company.

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| <p>Acetylene (liquid) Acids of all kinds except Acetic (but not Glacial Acetic) Boric, Citric and Tartartic Latic and Salicylic Activated Carbon Aluminium Carbide, Dust Powder and Resinate Aniline Asphalt</p> <p>Bamboo Mats Benzene and Benzoline Bichromate of Potash Bi-Sulphide of Carbon Bitumen (other than emulsified Bitumen containing not less than 45 percent of water and packed in metal drums) Blacks of all kinds (except as provided in N.B. (e))</p> <p>Calcium Carbide Calcium Cynamide, unless certified to contain not more than 0.3% of Carbide & packed in air tight metal containers Camphene Camphor Candles Caustic Potash and Caustic Soda "Celluloid" and "Xylonite" and other similar substances Chlorates of all kinds Coal and Charcoal Codilla Coir yarn Compressed Gases of all kinds Copra, Copra Cake and Copra Meal Cordage sisal Loose and/or in bags Cottaon (Wheather in fully pressed bales or otherwise) Cresote</p> <p>Dichromates of all kinds Disinfectant Liquids and Liquid insecticides with flas point below 65.5°C (150°F)</p> <p>Explosives of all kinds (including Ammunition & percussion caps) except as provided in N. B. 1 [d]) Films, non safety Fireworks of all kinds Fish Cuano and Fish Manure Flowers, dried of all kinds</p> <p>Ganja Ghee (other than Vegetable ghee in tins not exceeding 4.5 Kgs. 10 lbs) in weight and/or in bottles) Glycerine (except as provided in N.B. 1(b) Grasses of all kinds and straw Grass Mats (other than in fully-pressed blaes) Gunnles and/or Hessians (other than in fully pressed bales) Except provided in N.B. 1 (c)</p> <p>Herbs, dried, of all kinds Hycol</p> | <p>Inflammable Liquids Inks, printing</p> <p>Jute (in fully pressed bales of otherwise)</p> <p>Leaves dried, of all kinds (except tobacco) Lime (Unslaked) Liquefied petroleum Gas Lubricants containing mineral oil and other mineral products</p> <p>Magnesium Matches of all kinds Matting, used, Metallic Potassium Mowra Flowers Mungo</p> <p>Naphthalene Naptha Natural Silk (Tussar or Brown Silk) Nitrates of all kinds Nitrites of all kinds Nitro-cellulose plastics</p> <p>Oils of all kinds (other than vegetale oils in tins not exceeding 4.5 Kg. (10 lbs.) in weight and/or in bottles) Oil seed Cake (including Cotton Seed Cake) Oil Seed Meal</p> <p>Paints (liquid) with inflammable base Paper, Waxed) Asphalted tarred &/or Oiled Perchlorates of all kinds Permanganates of Potash & Permanganates of Soda Peroxide of Potash & peroxide of Soda Petroleum and its liquid products Phosphorus Pitch Plastics Foamed Poisons, if stored on the same floor as or on floors above foodstuffs Potassium sulphide</p> <p>Rags Rayon fibres and Rayon waste (whether in fully pressed bales or otherwise) Resins, of all kinds Rubber (unmanufactured) if stored with other goods Rubber Foam Rubber Goods, Foam Rubber solution Rubber Waste and Reclaimed</p> <p>Sawdust Shoddy Spirits of all kinds except potable Spirits in bottles and/or jars Stearine Sulphides, metallic generally Sulphur</p> | <p>Sulphur dyes or colour (excluding those packed in air tight metal vessels, labelled with a Certificate by the Manufacturers that the dyes (or colours) contain at least 10 percent inert inorganic salts)</p> <p>Tallow (manufactured or unmanufactured) Tar and/or its liquid products (other than in bottles) Tarred Cloth, Felt, Rope, String and Twine Turpentine</p> <p>Varnish Vegetables fibres of all kinds</p> <p>Waste of all kinds (excluding tea Waste) Wax of all kinds</p> <p style="text-align: center;">LIST OF HAZARDOUS GOODS IN MAN-MADE FIBRES</p> <ol style="list-style-type: none"> 1. Tussar or Brown Silk (derived from wild uncultivated silkworm) 2. Vegetable such as Cotton, Kapok, Jute, Hemp Coir, Sisal, Flax, Ramic, Nettle, Hibiscus Manila etc. 3. Rayon Fibres having viscose, acetate or cuprammonium base 4. Polyamides (Nylon) 5. Polypropylene (reevon DIP) <p>N.B. 1— The following articles may be treated as non-hazardous :</p> <ol style="list-style-type: none"> (a) "Reberold" and/or "Pioneer" roofing material and/or small quantities of "Carbo-lastic" and "Seltite" in air-tight kegs. (b) Glycerine in tins, cases, steel drums or other large packages subject to the following warranty "Warranted that during the currency of this Policy glycerine will not be stored with or within 6 meters (20 feet) of permanganate of Soda or potash nitrates, metallic sulphides, strong acid, fibres or fibrous goods or blacks such as lamp black. (c) Loose gunnies for packing purposes provided the quantity will never be largely in excess of that required for immediate packing purposes (d) Loaded cartridges not exceeding in all 5% of total value of stocks. (e) Gas Carbon Black if stored in a separate building. (f) Areca/Betel Nuts (Shelled & Unshelled) (g) Rubber goods other than foam rubber goods. |
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