



**Oriental
insurance**
PROTECTING THE REGION SINCE 1960

دي أورينتال انشورنس كومپاني ليمتد
ओरिएंटल इन्शोरेंस कंपनी लिमिटेड
THE ORIENTAL INSURANCE COMPANY LIMITED

PROPERTY ALL RISKS INSURANCE POLICY

In consideration of the Insured having paid or agreed to pay to THE ORIENTAL INSURANCE CO LTD, hereinafter referred to as “Insurers”, the first premium shown in the Schedule.

The Insurers named herein hereby agree subject to the terms, exceptions, limits and conditions contained herein or endorsed herein (hereinafter referred to as ‘the terms of the Policy’ that if during the Period of Insurance or during any further period in respect of which the Insured shall have paid and the Insurers shall have accepted the premium required the Property Insured or any part thereof shall be accidentally, physically lost destroyed or damaged the Insurers will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at their option reinstate or replace such property or at part thereof.

PROVIDED THAT

- (1) the liability of the Insurers 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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurers.
- (2) the liability of the Insurers individually in respect of such loss, destruction or damage shall be limited to the proportion set against its name.

IN WITNESS WHEREOF, I being the duly authorized signatory of THE ORIENTAL INSURANCE CO. LTD, hereunto subscribe my name on their behalf on this day the _____ of

EXCEPTIONS

The Insurers will not indemnify the Insured in respect of

1. a) Electrical or mechanical breakdown or derangement of plant, machinery or equipment.
b) Deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system.
c) Subsidence ground heave land-slip erosion settling or cracking.

UNLESS EITHER



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مسجلة لدى هيئة التأمين الإماراتية.
رقم الرخصة ٣٧ بتاريخ ٢٩ ديسمبر ١٩٨٤
Registered with the UAE Insurance Authority,
License No. 37, Dated 29th December, 1984



(I) caused by

(a) Fire, lightning, explosion

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

(b) Aircraft or other aerial devices or articles dropped therefrom impact by vehicles, watercraft locomotives or rolling stock, earthquake, riot or malicious acts (other than any act excluded by reason of Exception 6(b) herein, strikes, locked-out workers or persons taking part in labour disturbances storm, tempest, flood

OR (II) resulting in

The occurrence of any of the events in (I) above then the Insurers will only indemnify the Insured under the Terms of the Policy in respect of the resultant loss, destruction or damage.

2. Loss, destruction of damage to:

- (a) Property in course of manufacture if such loss, destruction or damage is sustained while the property is being actually worked on and directly resulting from such work.**
- (b) Property in the course of construction or erection**
- (c) Boilers, economizers, turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.**
- (d) Plant, machinery or equipment during installation dismantling or the stripping down and assembly in respect of any re-siting operations.**
- (e) Electrical equipment or wiring caused by electrical current (other than lightning)**
- (f) Money, 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 roads** use railway locomotives 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 of** the insured of the information contained therein.

HOWEVER, the Insurers will indemnify the Insured in respect of loss, destruction or damage to

- (a) Documents, manuscripts, business books but only for the value of the materials as stationery together with the cost of electrical labour expended in writing up.
 - (b) Computer systems record by 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)
3. (a) **consequential loss of any kind** or description whatsoever.
- (b) loss resulting from **dishonesty fraudulent action** trick device or other false pretence
 - (c) loss resulting **from theft unless accompanied by violence** to persons or threat of violence or forcible and violent entry to or exit from the premises.
 - (d) loss resulting from **unexplained or mysterious disappearance or shortage** revealed at any periodic inventory or shortages in the supply or delivery of materials or loss or shortage due to clerical or accounting error.
 - (e) the cost of replacing or rectifying **defective materials workmanship design or defect or omission in design plan or specification**.
 - (f) contamination, pollution, war and tear corrosion, vermin fungus, rot, gradual deterioration, deformation or distortion, shrinkage, evaporation, loss of weight, change in flavor, 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

4. Loss, destruction or damage by **storm, tempest, water, hail, frost or snow to property**
- (a) **In the open** (other than buildings, structures and plant designed to exist and operate in the open)
 - (b) **Contained in open-sided buildings**

UNLESS so described and specifically insured as a separate item in the Schedule

5. **The amount stated in the Schedule as the Deductible** in respect of each and every occurrence or a series of occurrences consequent on or attributable to one source or original cause giving rise to loss, destruction or damage the subject of indemnity under this policy.
6. Any loss, destruction or damage directly or indirectly occasioned by or through or in consequence of:
- (a) **War, invasion act of foreign enemy, hostilities or warlike operations** (whether war be declared or not) civil war.
 - (b) **Munity, civil commotion** assuming the proportions of or amounting to a popular rising, **military rising, insurrection, rebellion, revolution, military** or usurped power or **any act of any person acting** on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de factor or to the influencing of it by terrorism or violence.
 - (c)
 - i. **permanent or temporary dispossession** resulting from **confiscation, nationalization, commandeering or requisition** by any **lawfully constituted authority**
 - ii. **Permanent or temporary dispossession of any building** resulting from the unlawful occupation of such building by any person.Provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this policy.
 - (d) the destruction of property by order of any public authority
In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exceptions 6(a) and 6(b) above any loss, destruction or damage is not covered by this insurance the burden of providing that such loss, destruction of damage is covered shall be upon the Insured.



7. Any **loss, destruction** or damage **directly** or **indirectly** caused by or arising from or in **consequence** of or contributed to by:
- (a) **nuclear weapons** material
 - (b) **ionizing radiations** or **contamination by radioactivity** from **any nuclear** fuel or from **any nuclear waste** from the combustion of nuclear fuel. Solely for the purpose of this Exceptions 7(b) combustion shall include any self-sustaining process of nuclear fission.

POLICY CONDITIONS

1. DEFINITION

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

2. MISDESCRIPTION

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

3. ALTERATION

Under any of the following circumstances the insurance under this Policy ceases to attach as regards the property affected unless the Insured before the occurrence of any loss or damage obtains the sanction of the Insurers signified by endorsement upon the policy by or on behalf of the Insurers.

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



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4. CANCELLATION

This insurance may be terminated any time at the request of the Insured in which case the Insurers will retain the 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 Insurers on notice to that effect being given to the Insured in which case the Insurers shall be liable to repay on demand ratable proportion of the premium for the unexpired term from the date of the cancellation.

5. SAFEGUARDS AND MAINTENANCE

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

6. CLAIMS

On the happening of any loss, destruction or damage the Insured shall forthwith give notice thereof in writing to the Insurers and shall within 15 days after such loss, destruction or damage of such further time as the Insurers may in writing allow at his own expense deliver to the Insurers a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost, destroyed or damaged and of the amount of loss, destruction or damage thereto respectively having regard to their value at the time of the loss, destruction or damage together with details of any other insurances on any property hereby insured. The Insured shall also give to the Insurers all such proofs and information with respect to the claim as may be reasonably required together with (if demanded) a statutory declaration 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.

In the case of property lost or stolen or if willful or malicious damage is suspected the Insured shall immediately notify the Police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property.



7. INSURERS RIGHTS AFTER A LOSS

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

- enter and take and keep possession of the building or premises where the loss or damage has happened.
- 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.
- keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- 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 Insurers 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 Insurers shall not 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 reply 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 Insurers or shall hinder or obstruct the Insurers 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 Insurers whether taken possession of by the Insurers or not.

8. FORFEITURE

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

9. 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 14 of this Policy) within three months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited.



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10. REINSTATEMENT

If the Insurers elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Insurers all such plans, documents, books and information as the Insurers may reasonably require. The Insurers 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.

11. SUBROGATION

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

12. MARINE

This Insurance does not cover any loss or damage to property which, at the time of the happening or 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 had this insurance not been effected.

13. 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 Insurers shall not be liable to pay or contribute more than their ratable proportion of such loss, destruction or damage.

14. 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 ratable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.



15. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) each difference shall be referred to any arbitrator to be appointed by the parties in accordance with the Statutory provision in that behalf for the time being in force where any difference is by this Condition to be referred to arbitration the making of an Award shall be condition precedent to any right of action against the Insurers.

16. OBSERVANCE OF CONDITIONS

The due observance and due fulfillment 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 Insurers to make payment.

CLAUSES EXTENSIONS TERMS AND CONDITIONS

1.

72 HR CLAUSE

With respect to the perils of Gale, Hurricane Cyclone, Tornado, Storm (including sand storm) and/or Tempest and all losses from any of these causes within a 72 hour period shall be deemed to be any loss in so far as the limit of liability and deductible provisions of this policy are concerned. The insured shall have the right to elect the moment from which the period of 72 hours shall be deemed to have commenced. The Insurer shall not be liable for any loss occurring before the effective date and time of this policy; however Insurers will be liable for any losses occurring for a period of upto seventy two (72) hours after the expiration of this policy provided that the first damage occurs prior to the date and time of the expiration of this policy

2

ACCIDENTAL DISCHARGE OF FIRE PROTECTION DEVICES CLAUSE INCLUDING COST OF REFILLING

The Insured having made to the Company a written proposal and declaration dated which is hereby agreed to be the basis of the contract in respect of this Extension and to be considered as incorporated herein, the Company in consideration of the premium paid hereon, hereby agree to the extent and in the manner hereinafter provided, to extend this Insurance to insure against loss of or damage to the Property insured caused by water discharged or leaking from the Automatic Sprinkler Installation or any other Fire Protection Devices in the premises referred to herein, provided that such discharge or leakage is accidental.



EXCLUSIONS:

- This extension does not cover
- Loss or damage caused by the discharge or leakage of water, occasioned by or happening through:
- Freezing whilst the premises are vacant or unoccupied or freezing due to the neglect of the Assured.
- Fire, Lightning or Explosion.
- Earthquake, Subsidence or Landslip or
- Repairs or alterations to the premises.
- The Automatic Sprinkler Installation being repaired, removed or extended.
- Damage to the Automatic Sprinkler Installation.
- Consequential loss of any kind or description.

CONDITIONS:

- This Insurance **does not cover** any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this Insurance, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.
- The Assured shall as soon as possible give notice in writing to the Company of any alteration likely to increase the risk of loss of or damage to the Property insured and shall pay such reasonable additional premium, if any, as may be required by the Underwriters.
- Automatic sprinkler installation being turned off while alterations, additions, repairs, renovations, inspections, testing or the like is or are being undertaken.

This extension is subject otherwise to all the terms, conditions and exceptions of the Policy to which it is attached.

3

ADDITIONAL INTEREST CLAUSE

Insurance under this Policy is extended to cover, additional interests (to be declared and agreed) in the Insured property, subject to their respective rights and liabilities



4

ALL OTHER CONTENTS CLAUSE

It is hereby agreed that within the limit(s) of the Sum(s) Insured under this policy, this insurance covers, against loss or damage by any peril hereby insured "All other contents" (so far as not otherwise insured) in or in the portion or portions of the premises containing the property to which sums insured respectively related and including

- Money, Stamps, Vouchers, Pre-paid cards, Patterns, models, moulds, plans and designs (including any liability established upon the Insured for National Insurance or National Saving Stamps, whether affixed to cards, books or otherwise, destroyed or damaged by any perils insured against this policy) upto Dhs. 20,000/- any one location and Dhs. 100,000/- in the aggregate.
- Documents, manuscripts and business books but only for the value of the materials and stationery together with the cost of Clerical labor expended in writing up and not for the value to the Insured of the information contained therein. AND Computer 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 expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein, for an amount not exceeding Dhs. 100,000/- any one location and/or in the aggregate.
- The personal effects of the employees of the Insured not exceeding Dhs. 1000/- per employee.

This Clause is subject otherwise to all the terms and conditions of the Policy to which it is attached

5

ALTERATION AND REPAIR WORKS CLAUSE

It is hereby agreed and understood that **this insurance shall cease to attach** upon the Insured or any person acting on his behalf **carrying on any alteration or repair work** involving the addition to demolition or change of the premises described in the Schedule, fixtures or installations therein or any part thereof by welding, carpentry work, electrical fitting or any other similar work which increases the risk, unless the Insured, prior to carrying such work obtains a written approval from the Company and pays the additional premium due



**6 AUTOMATIC REINSTATEMENT OF SUM INSURED AFTER A LOSS ON PRO-RATA
ADDITIONAL PREMIUM**

In the event of loss or damage which results in an indemnity under the Policy the Sum Insured is automatically reinstated in full by the amount of such indemnity from the date of such loss or damage the Insured agreeing in the event of any indemnity paid hereunder to pay a pro-rata additional premium on the amount of such indemnity from the date of such loss or damage to the expiry of the current period of insurance.

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

7 ADDITIONAL LOCATIONS CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, this insurance shall be extended to cover loss or damage to the property insured, whilst lying at/installed in new locations where the Insured has accepted contracts in the course of the conduct of their business anywhere within the U.A.E provided such additions are to be declared immediately subject to prior information given by the insured and duly accepted by the Insurer.

8 ADJOINING BUILDING CLAUSE

It is understood that, except where specifically insured, Boundary Walls, Fences and Gates, the buildings of extensions to and communicating with the above described buildings and small outside buildings belonging thereto are held to be insured under the respective building items of this Specification.

9 BURGLARY & HOUSEBREAKING DUE TO ACTUAL FORCIBLE AND VIOLENT ENTRY

It is hereby declared and agreed with effect from inception that the Policy cover is extended to include loss of property described under 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 Exclude :

- 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 bank 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.

Special Conditions: This insurance does not cover:-

- 1) Damage to plate glass or any decoration or letter thereon.
- 2) Loss or damage occasioned by any person lawfully in the premises or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the Insured's household or business staff or any business staff or any servant of the Insured. Loss or damage happening whilst the premises are left without any inhabitants actually in them the premises having been so left for a continuous period exceeding seven consecutive days and nights

10

CAPITAL ADDITION CLAUSE –

The insurance by this Policy hereof extends to include additions to the property insured (but not appreciation in the value thereof) made after the commencement of each period of insurance for an amount not exceeding 10% of the sum insured against such property it being understood that the insured will declare the value of any such addition within a reasonable time of such addition(**within 15 days**) and will pay the appropriate additional premium required from the inception of the additional cover.

The amount so declared shall be added to the sum insured by an endorsement whereupon all the provisions of the policy will be applicable to the additional property from the date of such addition till expiry of the policy

11

CLAIMS PREPARATION CLAUSE

It is hereby understood and agreed that the insurance by this policy included costs and expenses necessarily incurred by the insured for the purpose of preparing a claim hereunder, but in no event to exceed the amount such claim or the amount mentioned in the specification attached whichever is lesser.

Liability of insurance under this item is limited as stated in the policy schedule



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

12 **CONTRACT PRICE CLAUSE**

In the event of Property Insured having been sold but not delivered for which the Insured is responsible and under the conditions of sale, the contract is cancelled by reason of non-delivery of such property `destroyed or damaged by fire or by any other perils insured hereby, the liability of the Insurer(s) in respect of such property shall be based on the Contract Price.

13 **DEBRIS REMOVAL CLAUSE**

In the event of any loss or damage by perils insured under this insurance shall also pay the cost of removal of materials and debris regardless of whether such debris is part of the insured property or not.

This extension of coverage does not increase the limit(s) if liability provided in this insurance but limited upto 5% of Loss for any one event.

Debris removal expense shall not be considered in the determination of value under this Insurance

14 **DESIGNATION OF PROPERTY CLAUSE**

For the purpose of determining where necessary the column under designation under which such property has been entered in the Insured's books.

15 **DEMOLITION CLAUSE**

This policy is also extended to cover loss occasioned by the enforcement of any law or ordinance which necessitates the demolition of any portion of any building or structure (or removal of contents thereof) which has not suffered damage by any of the perils insured against in this policy, but only when some portion of such building or structure or contents thereof first suffers damage by any of said perils.

This extension of coverage does not increase the Limit(s) of Liability provided in this policy.

Demolition expense shall not be considered in the determination of values under this policy

16 **DUE DILIGENCE CLAUSE**



The insured shall use due diligence do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured

17

ELECTRICAL CLAUSE

The Company is expressly declared to be free from liability for loss or damage to any electrical machine, apparatus, fixture or fitting(including electrical fans, electrical household or domestic appliances, wireless sets and radios) or to any portion of the electrical installation, arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating, or leakage of electricity, from whatsoever cause (lightning included), provided that this exemption shall apply only to the particular electrical machine, apparatus, fixture, fitting or portion of the electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up

18

ERRORS AND OMISSIONS CLAUSE

Any clerical delays, errors or omissions made in connection with the insurance of this policy shall not be held to relieve either party hereto from any liability which would attach to it hereunder if such delay or omission had not been made, provided that the matter is corrected immediately upon discovery by the Insured's Insurance Manager.

19

EXPEDITING EXPENSES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight) incurred by the Insured with the consent of the Company.

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

Liability of insurance under this item is limited as stated in the policy schedule.

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

20

FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES CLAUSE

It is hereby agreed and understood that if property insured is destroyed or damaged by a peril insured against, this Policy shall cover:



- a) fire brigade charges and other extinguishing expenses for which the Insured may be assessed;
- b) loss of fire extinguishing materials expended.

Subject otherwise to the terms, conditions and exclusions of this Policy

21 **IMPACT DAMAGE DUE TO OWN VEHICLE CLAUSE**

The extension covers loss or damage due to impact by direct contact to insured's property caused by insured's own Rail/Road Vehicle, Fork Lifts, Cranes, Stackers and the like and articles dropped therefrom.

22 **IMPROVEMENT AND BETTERMENT CLAUSE**

It is a condition of this policy that the Underwriters accept and consider the Assured in the event of the loss or damage, in the position of sole and unconditional owner of the improvements and betterments made by the Assured to buildings and premises insured under this policy and adjustment of losses and underwriters liability hereunder shall be made and admitted accordingly, irrespective of any adjustment of claim under the lessor's or building owner's policies

23 **INNOCENT NON-DISCLOSURE CLAUSE**

This policy shall be avoidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

However the Insured hereunder is not be prejudiced by any mis-description or alteration of occupancy or unintentional and/or inadvertent breach of a term, condition or warranty or any omission, error, incorrect valuation or incorrect description of the interest, risk or property provided notice is given as soon as practical upon discovery thereof by the Insureds Corporate Risk and Insurance Manager, where this Insurance covers this interest of more than one party, any act of neglect of any individual party will not prejudice the rights of the remaining party / parties.

24 **IT Clarification Agreement Cyber Clause**

Property damage under this Policy shall mean physical damage to the substance of property Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental changes in data, software or computer



programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, **the following are excluded** from this Policy:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of Insured physical damage to substance of property shall be covered.
- B. Loss or damage resulting from an Impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Subject otherwise to the terms, conditions and limitations of the policy

24

MINIMIZATION OF LOSS CLAUSE

The Insurer(s) hereby grant permission to the Insured to incur any expenditure with a view to avoiding or minimizing any loss or damage to the property insured, which loss or damage is threatened by the occurrence of an insured peril, and to carry out repairs in respect of any damage by an insured perils to the property insured which can be conveniently and advantageously undertaken by them. The Insured shall notify the Insurer(s) thereof as soon as reasonably practicable and the Insurer(s) will reimburse the Insured for any such expenditure for the cost of any such repairs, including overhead and expenses, subject always to the Limit of Liability and deductible specified in this policy.

Limit: As per the policy schedule.

Subject otherwise to the same terms, conditions, exceptions and limitations of the Original Policy. Cover excludes profit element up to any extent.

25

NO CONTROL CLAUSE

This insurance shall not be prejudiced by any act or neglect of the owner of any building if the Assured is not the owner thereof, or by any act or neglect of any



occupancy (other than the Assured) of any building, when such act or neglect of the owner or occupant is not within the control of the Assured, or by failure of the Assured to comply with any warranty or conditions contained in any form or endorsement attached to its policy with regard to any portion of the premises over which Assured has no control.

26 **NON-INVALIDATION CLAUSE**

This policy shall not be invalidated by any change of occupancy or increase of risk taking place in the Insureds premises without the knowledge of the Insureds management provided they shall immediately upon the same coming to their knowledge give notice thereof to the Company and pay any additional premium required

27 **NOTICE OF CANCELLATION - 30 DAYS**

It is hereby agreed that the period of advance notice, as stated in the Policy conditions, which the Insurer(s) is required to give the Insured in event of Policy cancellation shall be amended to be a period of not less than 30 day

28 **PAIR & SET CLAUSE**

It is hereby declared and agreed that where any item insured under the policy consists of articles in a pair or set, the Company will not be liable for more than the value of any particular part or parts which may be lost or damaged without reference to any special value such article or articles may have as part of such pair or set, and in no case be liable for more than a proportionate part of the insured value of such pair or set.

29 **PROFESSIONAL FEES**

Subject to the limit of the Total Sum Insured, this Section extends to cover Architects Surveyors' and Consulting Engineers' (or other equivalent body's) Fees, Legal and other costs necessarily incurred in the reinstatement of the property insured consequent upon its loss destruction or damage but not for preparing any claim it being understood that the amount payable for such fees shall not exceed 5% of Loss.

30 **PUBLIC AUTHORITIES CLAUSE**

It is hereby agreed that within the limit of the sum insured this policy cover such additional cost of reinstatement of the property thereby insured which has been destroyed or damage by any perils hereby insured against, as may be incurred solely by reason of the necessity to comply with Building or other regulations under or



framed in pursuance of any act of Federal Law or with Bye-Laws of any Municipal of Local Authority.

Provided always 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 or Bye-Laws

- in respect of destruction or damage occurring prior to the granting of this extension
- in respect of destruction or damage not insured by this policy
- under which notice has been served upon the Insured prior to the happening of the destruction or damage.
- in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of the portion of the property destroyed or damaged.

b) the additional cost that would have been incurred to make good the property destroyed or damage to a condition equal to its conditions when new, had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.

c) the amount of any rate, tax, duty, development of 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 or Bye-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 aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Underwriters under this extension not being thereby increased.

3) if the liability of the Insurers under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy than the liability of Insurers under this extension (in respect of any such item) shall be reduced in like proportion



4) The total amount recoverable under the policy shall not exceed the sum insured thereby.

5) All the conditions of the policy except in so far as they may hereby expressly varied shall apply as if they had been incorporated therein.

Subject otherwise to the same terms, conditions and limitations of the said policy.

31

PAYMENT ON ACCOUNT CLAUSE, SUBJECT TO LOSS ADJUSTERS RECOMMENDATION.

It is hereby agreed and understood that notwithstanding anything contained elsewhere in the Policy, the Insured will be permitted to apply for a payment on account against settlement of any loss where a documented claim has been submitted. This application for a payment on account will be considered by the Company and such on account payment as can be reasonably agreed will be paid but will always be subject to recommendations made by the Loss Adjusters appointed by the Company and the claim being admissible under the Policy.

Subject otherwise to the terms, conditions and exclusions of this Policy.

32

REINSTATEMENT CONDITION - INCORPORATING 85% CONDITION OF AVERAGE, NOT APPLICABLE TO STOCKS IN TRADE.

IT IS HEREBY AGREED that in the event of the property insured by this Policy being destroyed or damaged by any peril hereby insured against, the basis upon which the amount payable in respect of such destruction or damage is to be calculated shall be the reinstatement of the property destroyed or damaged.

Provided always that:

1. For the purpose of this Clause of the Policy the word reinstatement shall mean the carrying out of the after mentioned work, namely:-
 - a) Where property is destroyed the rebuilding of the property, if a building or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new.



- b) Where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.
2. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability to the Underwriters not being thereby increased) must 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 beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made.
3. When any property insured on this reinstatement basis damaged or destroyed in part only the liability of the Underwriters shall not exceed the sum representing the cost which the Underwriters could have been called upon to pay for reinstatement if such property had been wholly destroyed.
4. No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
5. Each sum insured in respect of property covered on this reinstatement basis is declared to be separately subject to the following condition of Average namely:

If at the time of reinstatement the sum representing eighty five percent (85%) of the cost which would have been incurred in reinstatement if the whole of the property to which the relevant sum insured relates 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 peril hereby insured against then the insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly.



6. No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the insured which is not upon the identical basis of reinstatement set forth herein.
7. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein the rights and liabilities of the Underwriters and the Insured in respect of the destruction or damage shall be subject to the terms and the conditions of the Policy, including any condition of Average therein, as if this Clause had not been incorporated therein.

This Clause is subject to the terms and conditions of the Policy to which attached.

33

RIOT, STRIKE & MALICIOUS DAMAGE CLAUSE

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

34

SMOKE DAMAGE CLAUSE

It is hereby declared and agreed that the Policy is extended to cover loss and/or damage caused to the property insured by sudden unexpected and unusual emission



of smoke whether or not a fire broke out excluding smoke from the places or industrial apparatus

35

SPRINKLERS LEAKAGE EXTENSION CLAUSE

Notwithstanding anything contained therein, it is hereby agreed that the Assured having made to the Underwriters a written proposal and declaration dated which is hereby agreed to be the basis of the contract in respect of this Extension and to be considered as incorporated herein, the Underwriters in consideration of the premium paid hereon, hereby agree to the extent and in the manner hereinafter provided, to extend this Insurance to insure against loss of or damage to the Property Insured caused by water discharged or leaking from the Automatic Sprinkler Installation in the premises referred to herein, provided that such discharge or leakage is accidental

EXCLUSIONS: This extension does not cover

1. Loss or damage caused by the discharge or leakage of water, occasioned by or happening through:
 - a) Freezing whilst the premises are vacant or unoccupied or freezing due to the neglect of the Assured.
 - b) Repairs or alterations to the premises.
 - c) The Automatic Sprinkler Installation being repaired removed or extended.

CONDITIONS:

This Insurance does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this Insurance, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.

The Assured shall as soon as possible give notice in writing to the Underwriters of any alteration likely to increase the risk of loss of or damage to the Property Insured and shall pay such reasonable additional premium, if any, as may be required by the Underwriters.



This extension is subject otherwise to all the terms and conditions of the Policy to which it is attached.

Subject otherwise to the same terms, conditions and limitations of the said policy.

36

TEMPORARY REMOVAL CLAUSE (OTHER THAN STOCK)

IT IS HEREBY AGREED that the property insured by this Policy (other than any stock in trade or merchandise) is covered in respect of the perils hereby insured against whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same premises or to any other premises in United Arab Emirates, in transit thereto and therefrom by road, rail or inland waterway.

Provided always that:

1. The amount recoverable under this extension in respect of each Item of this Policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed nor, in respect of any loss occurring elsewhere than at the said premises, 5% (per cent) of the sum insured by this Policy after deducting therefrom the value of any building (exclusive of fixtures and fittings), stock in trade or merchandise hereby insured.
2. This extension does not apply to property if and so far as it is otherwise insured.
3. As regards losses occurring elsewhere than at the premises from which the property is temporarily removed this extension does not apply to
 - a) motor vehicles and motor chassis licensed for normal road use,
 - b) property held by the Assured in trust, other than machinery and plant.

This Clause is subject otherwise to all the terms and conditions of the Policy to which it is attached. The total liability of the company in any one event during the period of insurance inclusive of additional clauses and/or extensions, sub-limits shall not exceed the total sum insured (location-wise) as stated in the policy.

37

VALUE ADDED TAX "VAT" CLAUSE :

"It is hereby declared and agreed that if Value Added Tax (VAT) is applicable



on the insurance premium and other charges payable/paid in relation to this insurance policy retrospectively from inception or prospectively from the date of implementation of VAT, the Insurer reserves its right to collect the same from the Insured in line with the impending VAT laws and regulations as implemented in the UAE."

38

TENANTS CLAUSE

It is declared and agreed that should a tenant in the within described building do or omit to do, without the knowledge of the Insured, anything which would vitiate the within policy conditions insured and/or warranties, this policy will not be held to be void on that account provided that the Insured shall notify to the Insurers the happening or existence of such act or omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge of any increase of hazard thereby created for the time such increased hazard may be or shall have been assumed by the Insurers during the continuance of this insurance.

EXCLUSION

Liability assumed by the Assured by Agreement under any Contract unless such liability would have attached to the Assured even in the absence of any such agreement

39

RENT PAYABLE CLAUSE

This Company will be answerable for payment of the aforesaid Rent, but in no case exceeding the actual Rent Payable by the Insured to the Owner or Landlord of the said premises in the event of the same being untenable during the whole terms above specified in consequence of damage or destruction by fire. The amount payable under this policy shall be in proportion which the amount insured bears to the actual rent of the premises, and in case of the premises not being untenable during the whole of the terms aforesaid, the Company shall only be liable to pay to the Insured such proportion of the amount so payable as aforesaid as the period of time during which the said premises may be untenable bears to the whole time above specified, but the same shall not exceed the time which would be required by a Builder to put the premises into tenantable condition

40

WORKMEN MAINTENANCE CLAUSE

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



EXCLUSIONS

1. NUCLEAR WEAPONS DAMAGE EXCLUSION CLAUSE

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this insurance does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

2. POLITICAL RISKS EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained therein, it is hereby declared and agreed that the following are excluded from this Policy.

1. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
2. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
3. For the purpose of this provision "terrorism" shall mean the use of violence for political ends and shall include any use of violence for the purpose of putting the public or any section of the public in fear

All other terms of the General Condition No. 6 remain unaltered.

WAR AND CIVIL WAR EXCLUSION CLAUSE : Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. POLLUTION / CONTAMINATION EXCLUSION CLAUSE

It is expressly declared and understood that the Insurance by this policy 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 a 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 used of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and 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. The 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.

4. TERRORISM & SABOTAGE RISKS EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses 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:

- 1) 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 properties of or amounting to an uprising military or usurped power; or
- 2) Sabotage
- 3) Any act of terrorism – for the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group (a) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political , religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.



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THE ORIENTAL INSURANCE COMPANY LIMITED

This endorsement also excludes loss, Damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, prevention, supporting or in any way relating to (1) and/or (2) and/or 3 above

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

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

5. NUCLEAR ENERGY RISK EXCLUSION CLAUSE **WORLDWIDE EXCLUDING U.S.A. AND CANADA –NMA 1975A (10/3/94)**

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of insurance and/or via Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third party Insurances (other than Workers' Compensation and/or Employers' Liability) in respect of:

1. All property on the site of a nuclear power station
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
2. All property, on any site (including but not limited to the sites referred to in 1 above) used or having been used for:
 - a) The generation of nuclear energy;
or
 - b) The Production, Use or Storage of Nuclear Material.
3. Any other property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
4. The supply of goods and services to any of the sites, described in 1 to 3 above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:



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مسجلة لدى هيئة التأمين الإماراتية.
رقم الرخصة ٣٧ بتاريخ ٢٩ ديسمبر ١٩٨٤
Registered with the UAE Insurance Authority,
License No. 37, Dated 29th December, 1984



4.1 Any insurance in respect of the construction or erection or installation or Replacement or repair or maintenance or decommissioning of Property as described in 1 to 3 above (including Contractors' Plant and Equipment).

4.2 Any Machinery Breakdown or other Engineering insurance not coming within the scope of 4.1 above.

Provided always that such insurance shall exclude the perils or irradiation and contamination by Nuclear Material

However, the above exemption shall not extend to:

1. The provision of any insurance whatsoever in respect of:
 - a) Nuclear Material;
 - b) Any property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance for the undernoted perils:
 - Fire, lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association; in respect of any other Property not specified in 1 above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

“Nuclear Material” means:

- 1) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material;
And

- 2) Radioactive Products or Waste

“Radioactive Products or Waste” means:





Any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final state of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- 1) Any Nuclear Reactor;
- 2) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- 3) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means

any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean:

all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatsoever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- 1) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- 2) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield

6. TRANSMISSION AND DISTRIBUTION LINE EXCLUSION CLAUSE





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It is hereby declared and agreed that the following are excluded from the insurance cover, all above ground transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description, for the purpose of transmission and distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual. This exclusion applies to all equipment other than that which is in on or within 150 meters (or 500 feet) of an insured structure.

This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss, and/or other contingent losses related to transmission and distribution lines, other than contingent property damage/business interruption losses (including expenses), arising from loss and/or damage to lines of third parties.

Subject otherwise to the same terms, conditions, exceptions and limitations of the Original Policy.

7. INFORMATION TECHNOLOGY HAZARDS AND CYBER EXCLUSION

Property damage under this Policy shall mean physical damage to the substance of property

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental changes in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Policy:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of Insured physical damage to substance of property shall be covered.
- B. Loss or damage resulting from an Impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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



8. SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE

It is expressly declared and understood that the Insurance by this policy 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 a 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 used of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and 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. The 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.

9. SANCTION CLAUSE

Oriental Insurance Company Ltd (the "Company") adheres to international trade and economic sanctions which apply in the United Arab Emirates and all other jurisdictions where the Company and any other party with whom it transacts business. These include, but are not limited to, sanctions issued by the United Nations, the United States of America and the European Union, as implemented and enforced by sovereign states and governments worldwide, including the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department (the "Sanctions").

The Company will not provide cover, nor take any action whatsoever under any policy or otherwise, including but not limited to payment or handling of claims under this Policy, in circumstances where the Company in its sole discretion considers that such action:

- a) constitutes or may constitute a contravention of the Sanctions; or



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- b) is or could potentially be for the benefit of, whether directly or indirectly, and/or related to any person, including any natural person, body corporate or unincorporated, unincorporated association, government or state and/or agencies in which they may have an interest, which may be subject to the Sanctions; or
- c) constitutes or may constitute an action which it or any affiliated entity (including any subsidiary, holding or parent company) is prohibited from undertaking by virtue of the Sanctions.

The Insured shall provide such information or documentation as may be required by the Company which shall enable the Company, in its sole discretion, to consider the application of this provision.

All other terms, exclusions, conditions and limitations of this Policy shall remain unchanged. In the event of any conflict with the terms of the Policy, this provision shall take precedence.

10. BIOLOGICAL / CHEMICAL EXCLUSION CLAUSE

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4 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.
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon



11. TOTAL ASBESTOS EXCLUSION

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos, in whatever form or quantity.

Subject otherwise to the same terms, conditions, exceptions and limitations of the original policy

12. RADIO ACTIVE CONTAMINATION EXCLUSION CLAUSE

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4 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.
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.