

Property Insurance Terms and Conditions : Semi Secured Business Loan (with Property as Collateral) Terms and Conditions

Provided By

Abu Dhabi National Insurance Company (ADNIC)

In association with

Emirates NBD PJSC

SECTION 1

We welcome you as an Emirates NBD customer to enjoy the benefits offered under the Group Property All Risks Insurance Policy pursuant to Policy No. H13070039984 (the "Policy") issued by Abu Dhabi National Insurance Company (the "Company") in favor of Emirates NBD PJSC (the "Policyholder").

The Company hereby agrees subject to the policy terms and conditions contained herein or endorsed hereon (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 Company shall have accepted the premium required the Property Insured or any part thereof shall be accidentally, physically lost destroyed or damaged, the Company 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 its option reinstate or replace such property or any part thereof.

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 thereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

IMPORTANT NOTICE

The insurance coverage is designed to provide coverage in the event of any loss or damage to the collateral property of all ENBD collateral loan customers who are enrolled into this scheme from 6.7.2023 to 31.10.2023 (both days inclusive).

The Insured shall immediately, and in all cases not later than 14 days, from receipt of a Preventive Safety Certificate (PSC /Civil Defence Certificate) from the General Directorate of Civil Defence, forward the same to the Company in compliance with Cabinet Resolution No. 24 of 2012. No Claims shall be admitted without submission of valid Preventive Safety Certificate/Civil Defence Certificate.

The PSC/CD certificate need to be emailed to ADNIC. Please keep the subject line as ENBD semi secured business loan - with property as collateral loan account no. XXXXX and send to the email address: fga@adnic.ae.

SECTION 2

SCHEDULE

Interest Insured/Property Insured: All real and personal property owned or used by the insured or held in trust, care, custody and control of the Insured and as per the Sum insured defined below:

Interest Insured	Sum Insured Limits (AED)
Residential villas / apartments, Offices, Shops that are used as collateral for loans	AED 50,000,000/- per property
Loss of Rent (Receivable & Payable).	As declared by the Insured
Contents	AED 25,000/- any one Apartment or Villa used for residential purposes

Situation of Risk:

Anywhere in the UAE.

Deductible:

AED 1,000/- each and every loss.

It is hereby declared and agreed that this Policy is subject to the following clauses attached hereto:

- This policy will cover residential apartments, Offices, Shops with sum insured up to AED 50,000,000/- per property that are used as collateral for loans with Emirates NBD
- Sum insured to represent new replacement or reinstatement values
Additional increase in cost of working (including loss of rent) provided that the values are forming part of total sum insured declared.
- All other Contents clause subject to any one document not exceeding AED.10,000/-
- Alterations and repairs works clause.
- Architects, Surveyors, Consultants and Legal fees clause as per scale of various institutions.
- Average clause- 85%
- Automatic Reinstatement of sum insured following loss at pro-rata premium from date of reinstatement of the property to the date of the expiry of the period of Insurance.
- Automatic additions/deletions clause at pro-rata premium
- Basis of Indemnity- The measure of recovery shall be the full cost of repair or replacement, if not replaced, actual cash value of date of loss. However it is understood and agreed that the insured shall have the option of replacement with machinery or equipment have technological advantages &/or representing an improvement in function &/or forming part of a programme of system enhancement, provided that such replacement can be accomplished without increasing the liability of the company provided the sum insured is declared on new replacement value – applicable to the plant, equipment/machinery covered under this policy The existing Reinstatement Clause shall apply in respect of the buildings covered
- Cancellation: 90 days notice of cancellation at pro rata refund premium, either side
- Claim preparation costs. Limit 5 % of the claim amount subject to AED 50,000/- any one loss
- Cost Escalation Clause (increase in Value) not exceeding 15% of the loss limit in any one event due to cost increases
- Debris Removal
- Demolition Clause
- Designation of property.
- Errors & Omission clause
- Expediting expenses clause limit not exceeding 10% of loss amount any one event.
- Expenses to protect preserve or reduce loss limited to 10% of the sum insured
- Fire brigade charges and other extinguishers expenses.
- Impact damage extended to include insured's own vehicles.
- Improvements and betterments clause.
- Loss Adjuster: Nominated loss adjuster. Crawford & Co. Intl. Inc., John Kidd loss adjusters if not available, mutually agreed any other international loss adjuster.
- Loss payee clause.
- No Control clause.
- Non-Invalidation clause.
- Personal effects not exceeding AED. 10,000/- per person excluding gold jewellery and money items and the like.
- Payment on account: 75% payment on account on recommendation of loss adjuster.
- Professional Accountants fees clause- Limit AED. 100,000/- any one loss.
- Primary insurance clause.
- Public authorities clause - Limit 10% of the claim amount.
- Reinstatement clause in respect of building, machinery & equipment.
- Rent payable clause
- Rent receivable clause
- Sale of interest clause
- Services clause (to include telephone, gas, water mains, electrical mains, meters piping cabling and the like)
- Sprinkler inoperative clause.
- Sprinkler leakages: Including sprinkler leakage extension.
- Subsidence: Including loss or damage due to subsidence cover as per LM7 policy
- Sue & labour clause. 5% of the claim amount subject to a maximum of AED 100,000/-.
- Temporary removal of plant/equipment.
- Temporary repair clause limit 20% of the claim amount subject to a maximum of AED. 500,000 which is part of the indemnifiable claim
- Tenants clause
- Transmission and distribution lines exclusion clause
- Waiver of subrogation against tenants where applicable.

- Waiver of subrogation against named insureds
- Workmen's clause for effecting repairs, maintenance, decorations & minor structural and other alterations
- 72 hours clause in respect of storm, hail, tidal wave, tsunami, thunder, fire, tempest, flood, earthquake, riots, strikes, civil commotions and malicious damage.
- Radioactive Contamination Exclusion clause.
- Due Diligence clause.
- Political Risks Exclusion clause.
- Seepage, Pollution and Contamination clause.
- Nuclear Energy Risks Exclusion clause.
- Electrical Clause
- Sanctions Clause
- 10% No Claim Bonus subject to renewal being offered and obtained by ADNIC
- Infectious disease and communicable disease clause LMA 5393.
- Premium Payment Clause – 30 Days (from date of monthly instalment)
- Value Added Tax “ VAT “ Clause
- Cover restricted to residential villas and Flats, Offices, Shops of First Class RCC constructed buildings only (walls and roofs of cement construction)
- Property Cyber and Data Exclusion - LMA5401
- In compliance with UAE Cabinet Decision No. 24, 2012 regarding regulation of Civil Defence services in UAE, our quote is subject to receipt of valid Fire Hazards and Safety Certificate issued by the Directorate of Civil Defence prior to the attachment of cover in respect of all properties other than residential villas
- Excluded occupancies / properties
 - o Warehouses, industries / factories
 - o Shops dealing in hazardous goods.
 - o Properties / buildings not of concrete / RCC construction
 - o Offices / Shops within a warehouse building / warehouse complex are excluded
- Policy issued for shorter period will be at the same annual rate, proportionately charged for the period, provided the policy is renewed with ADNIC on annual basis.
- Conditions applicable to shops and offices
 - o Hazardous Materials Clause.
 - o Warranted that Firefighting facilities including sprinklers systems are installed, tested, commissioned, fully energized and operational at all times.
 - o Microorganism Exclusion (Map) (Absolute)
 - o Mold and Fungi Exclusion.
 - o Applicable for new properties for the first year of commercial operation- Subject to Successful plant, testing and commissioning, Confirmation of full hand over by the Contractor and issuance of PAC by the Proposer

SECTION 3

EXCEPTIONS

The Company 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, landslip, erosion, settling or cracking

UNLESS EITHER

- (i) caused by

Fire, lightning, explosion

(for the purpose 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, economisers or other vessels machinery or apparatus in which pressure is used)

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) strikers, locked-out workers or persons taking part in labour disturbances storm, tempest, flood

OR (ii) resulting in

the occurrence of any of the events in (i) above then the Company will only indemnify the Insured under the terms of the Policy in respect of the resultant loss destruction or damage

2. loss destruction or damage to:-

- (a) property in course of manufacture if such loss destruction or damage is sustained while the property is being actually worked on and directly resulting from such work.
- (b) property in course of construction or erection.
- (c) boilers, economisers, turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.
- (d) plant machinery or equipment during installation, dismantling or the stripping down and assembly in respect of any re-sitting operations.
- (e) electrical equipment, or wiring caused electrical current, other than lightning.
- (f) money, cheques, bullion, negotiable instruments and securities of all kinds.
- (g) animals, growing crops or standing timber.
- (h) dams, reservoirs, piers, wharves, jetties, bridges or tunnels.
- (i) any vehicle licensed for road use, 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 to the Insured of the information contained therein. HOWEVER the Company will indemnify the Insured in respect of loss, destruction or damage to
 - (a) documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up.
 - (b) computer systems records but only for the value of the materials together with the costs and expenses necessarily incurred by the Insured in reproducing such records (excluding any cost or expense in connection with the production of information to be recorded therein).

3. (a) consequential loss of any kind or description whatsoever.
(b) loss resulting from dishonesty, fraudulent action, trick device, or other false pretence.
(c) loss resulting from theft unless accompanied by violence to persons or threat of violence or forcible and violent entry to or exit from the premises.
(d) loss resulting from unexplained or mysterious disappearance or shortage revealed at any periodic inventory or shortages in the supply or delivery of materials or loss or shortage due to clerical or accounting error.
(e) the cost of replacing or rectifying defective materials, workmanship, design or defect or omission in design, plan or specification.
(f) contamination, pollution, wear and tear, corrosion, vermin, fungus, rot, gradual deterioration, deformation or distortion, shrinkage, evaporation, loss of weight, change in flavour, colour, texture or finish or action of light.
(g) the cost of normal upkeep or normal making good.
(h) the freezing or solidification of molten material

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 after the application of all other terms of this policy including the condition of average.

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) mutiny, 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 organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.
 - (c) (i) permanent or temporary dispossession resulting from confiscation nationalisation 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 Company is 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 Company alleges 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 proving that such loss destruction or 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) ionising 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 Exception 7 (b) combustion shall include any self-sustaining process of nuclear fission.

SECTION 4

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 Company 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 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.
- (b) if the building insured or containing insured property becomes unoccupied and so remains for a continuous period of more than 6 months
- (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.

4. CANCELLATION

This insurance may be terminated at any time at the request of the Insured in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Company on notice to that effect being given to the Insured or mailed to his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. In either case the cancellation will be effective after 90 days from giving (or mailing) the notice of 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 enforce 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 Company and shall within 30 days after such loss destruction or damage or failure to give notice of a claim within 30 days after such loss destruction or damage will not invalidate the claim up to a reasonable and practicable period of time if satisfactory reason for the delay is given to the company, at Insured's own expense deliver to the Company 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 such 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 Company 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 wilful 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. The COMPANY'S RIGHTS AFTER A LOSS

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

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) take possession of or require to be delivered to them any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that they make no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and the Company shall not 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.

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. 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 any one acting on his behalf to obtain any benefit under this Policy or if the loss, destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit 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 Condition 15 of this Policy) within three months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited.

10. REINSTATEMENT

If the Company elects or becomes bound to reinstate or replace any property, the Insured shall at his own expense produce and give to the Company all such plans, documents books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.

11. SUBROGATION

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

12. MARINE

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

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 Company shall not be liable to pay or contribute more than their rateable 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 rateable 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 an 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 a condition precedent to any right of action against the Company.

16. OBSERVANCE OF CONDITIONS

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

SECTION 5

CLAUSES ATTACHED TO AND FORMING PART OF POLICY NO. H13070039984

ADDITIONAL INCREASE IN COST OF WORKING CLAUSE

The insurance in respect of additional increase in cost of working is limited to the additional expenditure beyond that recoverable under the Gross Revenue and increase in cost of working necessarily and reasonably incurred in consequence of the damage for the sole purpose of avoiding or diminishing the reduction in Rental Revenue which would have occurred during the indemnity period but for that expenditure, provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed the sum insured shown in the schedule.

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

ALL OTHER CONTENTS CLAUSE

It is hereby agreed that within the limit(s) of the sum(s) insured by Item(s) No. (s) (**as per schedule – Section 2**) this Insurance covers, against loss or damage by any peril hereby insured, "All Other Contents" (so far as not otherwise insured) in or on the portion or portions of the premises containing the property to which such sums insured respectively relate, and including:

- (a) Money and Stamps (including any liability established upon the Insured for National Insurance or National Savings Stamps, whether affixed to cards, books or otherwise, destroyed or damaged by any peril insured against by this Policy), the liability of the Company in respect of Money and Stamps (other than National Insurance and National Savings Stamps) being limited to (**as per schedule - Section 2**)
- (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.
- (c) Patterns, Models, Moulds, Plans and Designs, but only for the value of the material and the cost of Labour expended in reinstatement.
- (d) 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 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 (**as per schedule**) belonging to the Insured or held by them in trust or on commission for which they are responsible, and:
- (e) Employees' Pedal Cycles, Tools and other Personal effects, upto (**as per schedule**) in respect of any one Pedal Cycle and, with regard to any one employee (**as per schedule**) in respect of Tools and (**as per schedule**) in respect of all other Personal Effects.

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

ALTERATIONS AND USE CLAUSE

Except as otherwise provided with respect to specific perils, permission is hereby granted for any premises to be and remain vacant or unoccupied without limit of time for existing and increased hazards and for any change in occupancy or use of the premises (except with respect to the new manufacture or new storage of highly flammable substances) to make alterations, repair and additions to any existing building on the described premises. This insurance is extended to cover property insured hereunder while contained in any such addition.

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

ARCHITECTS', SURVEYORS', LEGAL AND CONSULTING ENGINEERS' FEES CLAUSE

IT IS HEREBY AGREED that within the limit (s) of the Sum (s) Insured on Buildings and Machinery by Item (s) No.(s) **(as per schedule – Section 2)** this Policy covers Architects', Surveyors', Legal, Consulting Engineers' and other Fees necessarily incurred by the Insured in the reinstatement of the property insured following upon its destruction or damage by any peril hereby insured against (but not any fees for the preparation of a claim or estimate of loss) not exceeding the amounts authorized under the scales of the various Institutions regulating such charges prevailing at the time of the destruction or damage.

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

Limit: As Per Schedule - Section 2

AVERAGE CLAUSE

The Sums Insured by this Policy are declared to be subject to the 85% condition of average, then if such sum 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 less than 85% of the value of the property insured in that amount the Insured shall be considered as being his own insurer for the difference between the Sum Insured and the full value of the property insured at the time of such fire or at the commencement of such destruction or damage and shall bear a rateable share of the loss accordingly.

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

AUTOMATIC REINSTATEMENT OF LOSS AMOUNT CLAUSE

It is understood and agreed that in the event of loss as insured by this Policy and in the absence of written notice by the Insurers or the Insured to the contrary the amount of the Insurance cancelled by loss is to be automatically reinstated as and from the date of the occurrence. The Insured undertakes to pay such necessary premium as may be required for such reinstatement from that date.

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

AUTOMATIC ADDITIONS CLAUSE

It is hereby declared and agreed that any additions in respect of newly and additionally acquired facilities/properties as may occur during the currency of this policy will be held covered provided that the amount of such addition shall not exceed in any event the maximum limit of as Per Policy anyone location and as such the actual value of the relevant addition shall always be declared to the company within a period of 30 days from the date of acquisition of such facility/property. Amounts in excess of this limit will only be held covered from the time it is agreed by the Company.

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

CANCELLATION CLAUSE

This insurance may be terminated either at the request of the Insured or at the option of the Company by giving a 90 days Notice of Cancellation in which case the Company shall only be liable to repay a ratable proportion of the premium being pro-rata for the unexpired period from the date of cancellation.

However this option of cancellation is subject that there are no claims either paid or outstanding relevant to the period during which the company was on risk.

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

CLAIM PREPARATION COSTS

Subject otherwise to the policy terms, conditions and exclusions, the Insurer shall pay the costs and expenses incurred in proving or attempting to prove any claim and/or in producing and certifying any particulars or details required by Insurer to substantiate the amount of any claim provided Insurer's liability for such costs shall not exceed (**as per schedule**) of claim amount subject to a maximum of (**as per schedule**) in respect of any one claim.

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

COST ESCALATION (INCREASED VALUE)

Notwithstanding the limits and sums insured stated in the policy, the Indemnity granted by this policy extends to include indemnity up to an additional limit of 15% of the sum stated in the Schedule, should the cost of repair or replacement arising out of a recoverable loss have been increased due to an increase in cost of material, labour or any other reasonable factor, subject to an additional premium in respect of the amount thus increased.

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

DEBRIS REMOVAL CLAUSE

IT IS HEREBY AGREED that within the limit(s) of the Sum(s) insured by Item(s) No. (s) (as per schedule – Section 2) this Policy covers costs and expenses necessarily incurred by the Insured with the consent of the Insurers for

- (a) removing the debris of,
- (b) dismantling or demolishing,
- (c) shoring up or propping,

the portion or portions of the property destroyed or damaged by any peril hereby insured against and to which such Sum(s) Insured respectively relate.

Limit: As Per Schedule – Section 2

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

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 suffers damage by any of the said perils.

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

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

DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining where necessary the column heading under which any property is insured the Company agrees to accept the Designation under which such property has been entered in the Insured's book.

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

ERRORS AND OMISSIONS CLAUSE

It is agreed that this Insurance shall not be prejudiced by an unintentional delay, error or omission in name or description or amount or reporting or notification (other than for claims), provided that any error or omission is corrected when discovered by the Named Insured and provided that prompt notice is given to the Company as soon as the said delay, error or omission becomes known to the Named Insured and additional premium paid if required by the Company. Any wrongful act, error or omission by an Insured shall not operate to the prejudice of any other Insured who is not privy to such wrongful act, error or omission.

This clause shall only apply in so far as there is no material change to the occupancy and/or interest insured as specified in the policy schedule.

However, the maximum liability of the company as per this clause following any event or loss shall not exceed the highest declared Sum Insured / Limit in the policy schedule – Section 2.

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

EXPEDITING EXPENSES CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions contained in this Policy or endorsed thereon, in the event of loss hereunder, this Policy is extended to cover the reasonable extra cost of safeguarding, preserving, temporary repair of an expediting the repair or replacement of lost, destroyed or damaged property, including, but not limited to, “overtime” payments and the extra cost of express or other rapid means of transportation.

Limit: as per schedule – Section 2

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

LOSS MINIMISATION EXPENSES CLAUSE

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Policy but in no event shall the aggregate of such expenses exceed the amount by which the loss under this Policy is thereby reduced.

Subject otherwise to all the terms and conditions of the Policy to which it is attached.

FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSE CLAUSE

In the event of the insured property being destroyed or damaged by any peril hereby insured against, the policy shall cover the actual Fire Brigade Charges and other reasonable Extinguishing Expenses which the Insured may incur to be payable in full.

It is agreed and understood that any payment under this extension of Cover shall not increase Insurers’ total liability under this Policy as shown in Schedule of the Policy.

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

IMPACT EXTENSION CLAUSE

The Insurance under this Policy is hereby extended to include loss or damage directly caused by IMPACT with the property insured by any road vehicles, horses or cattle not belonging to or under the control of the Insured or any member of his family or any person in the Insured’s service unless otherwise specified in the schedule, but excluding :

- (a) Loss of or damage to Plate Glass where such destruction or damage is or would be recoverable under a Plate glass Policy effected by the Insured.
- (b) Property in transit, notwithstanding anything in this policy to the contrary.

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

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

IMPROVEMENTS AND BETTERMENTS CLAUSE

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

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

NOMINATED LOSS ADJUSTERS CLAUSE

The Insurers agree that in the event of notification of a claim, a loss adjuster will be appointed where felt necessary, from the agreed panel of Loss Adjusters as mentioned in the schedule.

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

LOSS PAYEE CLAUSE

It is hereby noted and agreed that in accordance with the Insured's instructions claims recoverable under the policy for loss and/or damage arising out of the perils in respect of Insured Assets as more specifically described under the schedule attached to the policy, shall be paid to the mortgage loan borrower of the Insured for the actual loss payable computed in accordance with the Policy terms and conditions up to the maximum outstanding loan against the Insured but in any case not to exceed the sum insured / limits stated in the policy schedule – Section 2.

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

NO CONTROL CLAUSE

This insurance shall not be prejudiced by any act or neglect of the owner of any premises if the Insured is not the owner thereof, or by any act or neglect of any occupant (other than the Insured) of any premises, when such act or neglect of the owner or occupant is not within the control of the Insured, or by failure of the Insured to comply with any warranty or conditions contained in any form or endorsement attached to this policy with regard to any portion of the premises over which Insured has no control.

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

NON-INVALIDATION CLAUSE

The Insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the premises occupied by the Insured whether constituting an increase in risk or not, provided that the Insured, as soon as they become aware thereof, shall inform the Insurer immediately of such alteration and pay such reasonable additional premium as the Insurer may require.

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

PAYMENTS ON ACCOUNT CLAUSE

It is hereby declared and agreed that Payments on account of a claim will be made if required by the Insured and mutually agreed between the Insurers and the Insured.

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

PROFESSIONAL ACCOUNTANTS CLAUSE

It is understood and agreed that any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured, and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurers will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurers and for reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that, after the application of all the terms, conditions and provisions of this policy the liability of the Insurers under this Section of this Policy shall not exceed the Sum(s) Insured in respect of this Section of this Policy.

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

PRIMARY INSURANCE CLAUSE

It is expressly understood and agreed that this Policy provides primary cover for the Insured and that in the event of loss, damage or liability covered by this Policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the insured, the insurer will indemnify the Insured as if such other policy or policies of insurance are not in force.

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

PUBLIC AUTHORITIES CLAUSE

IT IS HEREBY AGREED that within the limit(s) of the Sum(s) insured by Item(s) No. (s) (as per schedule) this Policy covers such additional cost of reinstatement of the property thereby insured which has been destroyed or damaged by any peril 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 government or with Bye-Laws of any Municipal or Local Authority.

Provided always that:

- 1) The amount recoverable under this extension of this Policy **shall not include:**
 - a) **The cost incurred in complying with any of the said Regulations or 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 Insured prior to the happening of the destruction or damage,**
 - iii) **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 that portion of the property destroyed or damaged,**
 - b) **the additional cost that would have been incurred to make good the property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the said Regulations or Bye-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 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 said Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this extensions not being thereby increased.
3. If in respect of any property of the liability of the Company 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 Company 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.

REPLACEMENT OR REINSTATEMENT CLAUSE

It is hereby agreed that in the event of the property insured by item(s) No.(s) (**As per schedule**) of 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 of the Company not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment 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 is damaged or destroyed in part only, the liability of the Company shall not exceed the sum representing the cost which the Company 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 this 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 the cost which would have been incurred in reinstatement of 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 his 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 thereunder 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 Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy including any Condition of Average therein, as if this Clause had not been incorporated therein.

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

RENT CLAUSE

The Company will not be liable for rent unless the said building be destroyed by or so damaged by the perils insured against as to be rendered unfit for occupation, and then only for such proportion of the amount of (**as per schedule**) months' rent as may be equivalent to the time necessary for reinstating the damage sustained.

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

SALE OF INTEREST CLAUSE

If at the time of loss, destruction or damage to any building hereby insured the Insured shall have contracted to sell the Insured's interest in such building and the purchase shall not have been (but shall be thereafter) completed then the purchaser on the completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such destruction or damage shall be entitled to the benefit of the policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the Company up to the date of completion.

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

SERVICES CLAUSE

The cover provided by this section of this policy is extended to include the reinstating or repairing accidental damage to telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and the accessories thereof including similar property in adjoining yards or underground extending from the building to the perimeter of the Insured location.

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

SPRINKLER INOPERATIVE CLAUSE

The cover provided by this Section of this Policy shall not be prejudiced in the event of any automatic sprinkler installation being turned off while alterations, additions, repairs, renovations, inspections, testing or the like is or are being undertaken.

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

SPRINKLER LEAKAGE

Notwithstanding anything that may be contained in this Policy to the contrary it is understood that this insurance is extended to indemnify the Insured against loss or damage to the interest insured caused by water leaking from the Automatic Sprinkler Installations in the premises referred to herein, provided that such discharge or leakage is accidental.

Provided that this extension does not cover

- (a) Loss or damage caused by the discharge of water occasioned by or happening through.
 - (i) repairs or alterations to the premises.
 - (ii) the Automatic Sprinkler Installations being repaired, removed or extended.
 - (iii) freezing whilst the premises are vacant or unoccupied for a period of more than seven (7) days or freezing due to the neglect of the Insured.
 - (iv) defects in construction or condition of the Automatic Sprinkler Installations of which the Insured is aware.
- (b) Damage to the Automatic Sprinkler Installation.

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

SUBSIDENCE & LANDSLIDE CLAUSE

The Insurance under this Policy is hereby extended to include loss of or damage to the Interest Insured directly caused by subsidence or landslip of the site upon which the premises stand following Insured's perils under this policy but excluding:

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

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

SUE AND LABOUR EXPENSES CLAUSE

In case of loss or damage or imminent loss or damage hereunder, it shall be lawful and necessary for the Insured, his, its or their factors, servants and assigns to sue, labour and travel for, in and about the defense, safeguard and recovery of the insured property, or any part thereof without prejudice to this insurance, nor shall the act of the Insured or the Underwriter in recovering, saving and/or preserving the insured property in case of disaster be considered a waiver or an acceptance of abandonment. The actual expenses so incurred shall be borne by the Insurer but not exceeding as per schedule each and every loss.

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

TEMPORARY REMOVAL CLAUSE

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 the United Arab Emirates and 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, 10 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 Insured 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.

TEMPORARY REPAIRS CLAUSE

Subject to prior approval of the Insurer, this insurance covers costs necessarily and reasonably incurred in effecting temporary repairs to the damaged Insured Property, provided the final repairs are indemnifiable under this policy and effected without undue delay, subject to a maximum limit as per schedule – Section 2.

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

TENANTS CLAUSE

It is hereby declared and agreed that should a tenant of the Insured is the within insured Building do or omit to do, without the knowledge or consent of the Insured, anything which vitiates the within Policy Conditions and/or Warranties, this policy will not be held to be void on that account provided that the Insured shall notify to the Company the happening or existence of such act of omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created accordingly to the established scale of rates, for the time such increased hazard may be, or shall have been, assumed by this Company during the continuance of this Insurance.

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

TRANSMISSION AND DISTRIBUTION LINES EXCLUSION ABOVE GROUND (300M)

This Policy excludes Damage to all transmission and distribution lines, including wires, cables, poles, pylons, standards and towers and any equipment which may be attached to such installations, including substations of any description. This exclusion includes but is not limited to transmission and distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies to above and below ground equipment which is more than 300 meters (or 1,000 feet) from an Insured Location.

This exclusion applies to both physical loss or Damage to equipment and all direct Business Interruption and consequential loss and/or other contingent losses related to transmission and distribution lines.

WAIVER OF SUBROGATION CLAUSE

The Insured shall at the request and 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 their paying for or making good any loss, destruction or damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Insurers.

Notwithstanding the above, the Insurers agree to hold harmless and to waive any rights and remedies or relief to which they may become entitled by subrogation against those who specifically stated in the policy schedule or endorsed thereon.

This Clause is subject otherwise to all the terms & conditions of the policy to which it is attached.

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.

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

72 HOURS CLAUSE

It is hereby agreed that each loss resulting from a catastrophe shall constitute a single claim hereunder, provided that if more than one event caused by the same peril covered hereunder, shall occur within a period of Seventy Two (72) hours during the period of this policy, such event shall be deemed to be single event within the meaning thereof.

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

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - NMA1622

This Policy does not cover

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- (b) any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from

- i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel .
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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

DUE DILIGENCE CLAUSE

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

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

POLITICAL RISKS EXCLUSION CLAUSE

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 :

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, 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.
2. 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 (s) 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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 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 Insured.

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

SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE

This insurance agreement does not extend on any liability for :

1. Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided also that this paragraph shall not apply to 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 a consequence of an otherwise under this insurance indemnifiable sudden, unintended and unexpected happening.
2. The cost of removing, nullifying or cleaning-up seepage, pollution or contamination substances unless the seepage, pollution or contamination is a consequence of an otherwise under this insurance indemnifiable sudden, unintended and unexpected happening.
3. Fines, penalties, punitive or exemplary damages.

Furthermore it is agreed that the Insurer is only liable for such claims, which have been declared within twelve months after the occurrence of the otherwise indemnifiable happening.

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

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance 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 or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:**

- I. 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
- II. All Property, on any site (including but not limited to the sites referred to in I above) used or having been used for:
 - a) The generation of nuclear energy; or
 - b) The Production, Use or Storage of Nuclear Material.
- III. 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.
- IV. The supply of goods and services to any of the sites, described in I to III above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:-

- i. any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of **Property** as described in I to III above (including contractors' plant and equipment);
- ii. any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.

Provided always that such insurance or reinsurance 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 or reinsurance 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 or reinsurance 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 I 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:

- i. 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
- ii. 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 utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- i. Any Nuclear Reactor;
- ii. 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
- iii. 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, reprocessing, 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 whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- i. 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
- ii. For non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.

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

ELECTRICAL CLAUSE

If any electrical plant or fittings shall be destroyed or damaged by fire occasioned by self-ignition, over-running, excessive pressure, short circuiting, self heating or leakage of electricity the insurers shall not be liable for loss in respect of the particular item of plant or fitting in which the fire shall have originated, but this exclusion shall not apply to any liability under the policy for loss in respect of any other plant or fittings destroyed or damaged by fire.

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

SANCTION CLAUSE

The Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subject to all other terms, conditions and exclusions of the policy.

NO CLAIMS BONUS

In consideration of the premium charged for this Policy to which this endorsement is attached, it is understood and agreed that Insurers allow the Insured a 10% no claims bonus payable at the expiry of this Policy subject to:

- i). there being no losses paid or outstanding under this policy, or circumstances notified.
- ii). Renewal being offered to and obtained by ADNIC
- iii). Full written release of policy liability.

All other terms and conditions remain unaltered.

INFECTIOUS DISEASE CLAUSE

Excluding any loss or damage and related costs and expenses directly or indirectly occasioned by, arising of, happening through or in consequence of infectious diseases or notifiable diseases or communicable diseases or pandemic or epidemic diseases or infectious property. Infectious property includes also any condition of property due to the actual presence of any foreign substance, impurity, pollutant, hazardous material, poison, toxin, pathogen or pathogenic organism, bacteria, virus, disease causing or illness causing agent

COMMUNICABLE DISEASE ENDORSEMENT - LMA5393 (For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

PREMIUM PAYMENT CLAUSE

The Company and the Insured hereby agree that notwithstanding any provision to the contrary within this Policy or any endorsement hereto in respect of non-payment of premium, only the following clause shall apply:

- The Insured undertakes that the premium will be paid in full to the Company by the due date(s) stipulated in the Schedule of this Policy.
- If the premium due under this Policy has not been so paid to the Company by its due date(s), the Company shall have the right to terminate this Policy by giving the Insured a prior Notice of Termination of fifteen (15) calendar days.
- If the premium due is paid in full to the Company before the period of the Notice of Termination expires, the said Notice shall automatically be revoked.
- If the premium due is not paid in full to the Company before the period of the Notice of Termination expires, this Policy shall automatically terminate at the end of the period of the Notice with no further notice or court judgment.
- In the event of termination, premium is due to the Company on a pro rata basis for the period that the Company is on risk, but the full Policy premium shall be payable to the Company in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.
- Any premium paid by the Insured to their Insurance Broker shall not be considered in any respect as being paid to the Company unless it has actually been received by the Company.

SECTION 6

VALUE ADDED TAX “VAT” CLAUSE

1. It is hereby declared and agreed that the insurance premium and any other amounts due to the Insurer in relation to this insurance policy are subject to the Value Added Tax (VAT) pursuant to the applicable laws and regulations, and that the tax invoice to be issued by the Insurer to the Insured in relation to the insurance premium and any other amounts due to the Insurer shall mention the VAT amount and its percentage.
2. The Insured undertakes to pay the due VAT in accordance with the applicable laws and regulations and to indemnify the Insurer for any damages or penalties imposed as a result of any delay or failure to pay any VAT amounts on the due dates.
3. The Insured acknowledges that failure to pay the VAT amount or any part thereof on the due date is considered as failure to pay the insurance premium and entitles the Insurer to terminate this insurance policy.

SECTION 7

PROPERTY CYBER AND DATA EXCLUSION - LMA5401

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
- 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
- 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401
11 November 2019

SECTION 8

CONDITIONS APPLICABLE TO SHOPS AND OFFICES

HAZARDOUS MATERIALS CLAUSE

Notwithstanding anything contained in the Policy to the contrary, it is hereby declared and agreed that the Insured premises must not contain any of the following Hazardous goods.

Benzine, Benzoline, Bi-sulphide of Carbon, Brimstone, Calcium Carbide, Camphine, Candles, Caoutchouc, Celluloid & Xylonite & other similar substances, Charcoal (powdered), Chlorate of Potash, Chlorate of Soda, Cotton, Explosives of all kinds, Fireworks, Grasses of all kinds, Gunny Bags (other than in bales), Gutta Percha, Lamp Black, Lime, Matches of all kinds, Mungo, Naphtha, Nitrate of Soda, Oils of all kinds, Phosphorous, Pitch, Potash Rags, Saltpetre, Shoddy, Spirits of all kinds (not in bottles), Stearine, Straw, Sulphur, Tallow, Tar, Turpentine, Varnish, Vegetable Fibres of all kinds, Waste of all kinds.

NOTE: However, notwithstanding the above, the insured is allowed to keep for private use only, the following materials in a quantity not exceeding the amounts shown hereunder: -

- | | | | | | |
|--------------------------|---|-------------------------|----------------|---|-----------|
| • Oil Excluding Kerosene | : | Five Gallons | • Match Boxes | : | 120 Boxes |
| • Chemical Products | : | One Gallon or 14 pounds | • Candles | : | 10 Boxes |
| • Ammunition | : | 1000 Bullets | • Kerosene Oil | : | 5 Gallons |

And in case of any of the above exceeding the permissible limit the insured shall notify the company and pay any Additional Premium required.

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

MICROORGANISM EXCLUSION (MAP)

(Absolute)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:
mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless where there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

MOULD EXCLUSION

It is hereby understood and agreed that the coverage afforded by this Policy shall not apply to:

- A. **CLAIMS** or **CLAIMS EXPENSES** which, either in whole or in part, directly or indirectly, are for, based upon, relate to, or arise out of:
1. The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; or
 2. Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins;
- B. Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins;
- C. Underwriters will have no duty or obligation to defend any Insured with respect to any CLAIM or governmental or regulatory order, requirement, directive, mandate or decree which, either in whole or in part, directly or indirectly, is for, based upon, relates to, or arises out of the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind.

SECTION 9

COMMERCIAL LINES INSURANCE CLAIMS REPORTING PROCEDURE

Should there be any incident capable of giving rise to a claim under your Insurance Policy with us, it should be immediately reported to our Claims Department. Our Commercial Lines Claims Department can be contacted in several ways – by telephone, fax or email, whichever is more convenient for you.

Report a claim within Business Hours

Land Lines:	<ul style="list-style-type: none">• Property, Financial Lines, Energy, Engineering and Liabilities Claims: 02-4080554• Marine Hull, Cargo and Aviation Claims: 02-4080552
Fax:	<ul style="list-style-type: none">• Property, Financial Lines, Energy, Engineering and Liabilities Claims: 02-4080644• Marine Hull and Aviation Claims: 02-4080617• Marine Cargo Claims: 02-4080618
Emails:	<ul style="list-style-type: none">• Property, Financial Lines, Energy, Engineering and Liabilities Claims: comclaims.nm@adnic.ae• Marine Hull, Cargo and Aviation Claims: comclaims.ma@adnic.ae

Report a claim outside of Business Hours:

If you need to notify a claim outside regular business hours (before 8:00 am and after 4:00 pm) and/or on holidays or weekends requiring immediate response from the Insurer due to an emergency situation, please contact:

- Property, Financial Lines, Energy, Engineering and Liabilities Claims - Manager: 054-3061107
- Marine Hull, Cargo and Aviation Claims – Senior Manager: 056-4175173

CLAIMS PROCEDURES

The Insured shall immediately, and in all cases not later than 14 days, from receipt of a Preventive Safety Certificate (PSC)/Civil Defence Certificate from the General Directorate of Civil Defence, forward the same to the Company in compliance with Cabinet Resolution No. 24 of 2012.

The PSC/CD certificate need to be emailed to ADNIC. Please keep the subject line as ENBD semi secured business loan - with property as collateral loan account no. XXXXX and send to the email address: fga@adnic.ae.

No Claims shall be admitted without submission of valid Preventive Safety Certificate/Civil Defence Certificate.

Information to provide when reporting a claim:

1. Any loss likely to give rise to a claim under the Policy will be telephonically reported to the ADNIC Claims Department with the following information being provided:
 1. Policy Number under which the claim would be covered.
 2. Nature of Loss
 3. Location of the Incident
 4. Date of loss/discovery
 5. Brief description of circumstances of the claim
 6. Estimate of Loss
 7. Contact Name & Telephone Number of the person to be approached by the Surveyor/Loss Adjuster for further information/assistance.
2. The notification should be forwarded by email together with the above information as per the attached “Notice of Accident” Form to be forwarded by e- mail or by facsimile on the above mentioned contact details.
3. Upon receipt of the telephonic/email notification and based upon the initial evaluation ADNIC shall:
 - (a) Appoint an appropriate Loss Adjuster to investigate the loss.Or
 - (b) Arrange a survey by ADNIC Engineering Services Department Surveyor.
 - (c) Acknowledge in writing the ADNIC claim reference allotted to the notified loss to the Insured.

What to do at the time of a loss:

Your Insurance Policy may require you to comply with certain provisions and follow specific procedures. In general, the initial steps you need to take are the following:

- Take all reasonable steps to minimize/contain the loss.
- Hold suspected Third Party, if any, responsible for the loss.
- Lodge a Report with the Police for any claims arising from any criminal act.
- Preserve evidences of loss where emergency repairs are carried out.

What not to do at the time of a loss:

- Do not make any incorrect statement as it may prejudice your claim.
- Do not make any voluntary payment or admit liability without obtaining the consent of the Insurer.