

# **BUSINESS COMPREHENSIVE INSURANCE POLICY**

Everything you need to know.





# WELCOME TO RSA

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Dear Policyholder

Thank you for choosing us to take care of your insurance. You are now insured with one of the world's leading insurance groups that writes business in 140 countries and serves over 17 million customers worldwide.

This booklet is designed to help you check your cover and to reassure you that RSA will give you all the protection you need for the year ahead. We take pride in the claims service we offer to our customers.

This booklet gives you the details of what this policy does and does not cover.

If you would like to change your level of cover or have any other queries, contact your broker.

Please take a moment to read your policy booklet and then keep it in a safe place. We would like to welcome you to RSA and wish you a safe and hassle-free year.

**The Customer Service Team**

RSA UAE

## YOUR COVER AT A GLANCE

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TYPES OF COVER	SECTIONS WHICH APPLY
Property All Risks	Section 1
Business Interruption	Section 2
Public Liability	Section 3
Workmen's Compensation	Section 4
Money	Section 5
Motor Insurance	Section 6
Electronic Equipment	Section 7
Machinery Breakdown	Section 8
Deterioration of Stock	Section 9
Fidelity Insurance	Section 10
Travel (Baggage) Insurance	Section 11
Group Personal Accident	Section 12
Goods in Transit	Section 13

# SECTION GUIDE

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Please note that not all of the sections listed below will apply to your policy. Those which apply are mentioned in your policy schedule.

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# YOUR BUSINESS COMPREHENSIVE INSURANCE POLICY

Subject to the payment of your Premium, We will provide the cover you have selected subject to the exclusions, conditions and limitations stated in the Policy.

The following is a summary only of the types of cover available and does not form part of the terms of your insurance. We give examples of some of the significant benefits and risks but you need to read the Policy wording part of this document which sets out the terms and conditions of this insurance, to make sure it matches your expectations.

TYPES OF COVERS	COVER SUMMARY
Section 1 Property All Risks	Covers accidental loss or Damage caused to your business property i.e. contents, furniture, fixtures, fittings, tenants' improvements and stock.
Section 2 Business Interruption	Covers loss of business profits/loss of business income caused by an accident which would be payable under the Property All Risks section and results in a reduction in turnover.
Section 3 Public Liability	Covers your legal liability to third parties for bodily Injury or property Damage.
Section 4 Workmen's Compensation	Provides compensation, including medical and repatriation expenses arising out of death or Injury to your employees during and in the course of employment as per the United Arab Emirates Federal Labour Laws.
Section 5 Money	Covers your money/cheques held in your premises/safe and during transit to banks.
Section 6 Motor Insurance	Covers your vehicle from loss, damage, third party liability.
Section 7 Electronic Equipment	This covers your electronic equipment from loss or theft including electronic derangement from accidental loss. It may include equipment like laptops, PCs, fax machines and portable equipment.
Section 8 Machinery Breakdown	Covers against sudden and unforeseen loss or Damage of the machinery insured in this section.
Section 9 Deterioration of Stock	Covers refrigerated stock against Damage at the premises as a result of deterioration or putrefaction.
Section 10 Fidelity Insurance	Covers you against fraudulent misappropriation of money/goods by employees.
Section 11 Travel (Baggage) Insurance	Covers baggage including business and personal effects.
Section 12 Group Personal Accident	Covers accidental bodily Injury to employees resulting in Death or Permanent Total Disablement.
Section 13 Goods in Transit	Covers accidental loss or Damage to your goods whilst in transit.

## GENERAL DEFINITIONS

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**ACCIDENT (Under Section 5):** Shall mean the interruption of the normal function of the computer installation by any form of loss or Damage to the computer installation or to the building housing the installation or to computer systems' records used in connection with the installation occurring at the premises.

**ACCOUNTANT:** An Accountant appointed by agreement between Us.

**ACCOUNTS RECEIVABLE:** The total amount owed to the business by customers as at the end of the month immediately prior to the date of the Damage adjusted for:

- Bad debts.
- Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of damage) to customers' accounts in the period between the date to which the customers' last statement relates and the date of the loss or damage.
- Any abnormal trading conditions which had or could have materially affected the Business, to reasonably represent the amount which would have been recovered at the time of the loss or Damage if it had not occurred.

**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 organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**AGREEMENT:** Shall mean the instrument (copy of which is lodged with Us) by which You receive maintenance services for the Computer Installation from the owners of the computer, the supplier or a company supplier.

**ANNUAL REVENUE:** The revenue during the twelve months immediately before the date of the accident, to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business, either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the results which but for the accident would have been obtained during the relative period after the accident.

**ANNUAL TURNOVER:** The turnover which you would have been able to obtain but for the accident during the twelve months immediately before either the date when the business is no longer affected or when the indemnity period ends, whichever occurs first.

**ASBESTOS:** Shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

**BODILY INJURY (Under Section 12):** Means accidental bodily Injury, drowning, poisoning, passing, poisoning or exposure of an insured person to the elements resulting in Death or disablement. Bodily Injury does not include sickness and disease, unless resulting from a mishap or pregnancy or childbirth or other naturally occurring conditions.

# GENERAL DEFINITIONS

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**BREAKDOWN:** Means any sudden and unforeseen loss or damage and includes loss or damage resulting from:

- Careless, incompetent or negligent acts of employees or third parties.
- Structural defects, material defects or defects of design assembly.
- Fortuitous working accidents such as vibration, maladjustment, loosening of parts, abnormal stresses, metal fatigue, centrifugal force, excessive speed, defective or accidental lack of lubrication, seizure, water hammer or local overheating (except in the case of boilers or similar plant when followed by explosion) or failure of, or faults in protection devices.
- Falling, impact, collision or similar occurrences, obstruction or the entry of foreign bodies.
- Storm, frost or drifting ice.
- The effects of electric current following excessive or insufficient voltage, failure of insulation, short circuits or arcing or the effect of static electricity.

**BUILDINGS:** Mean the buildings and outbuildings at the premises, which are owned by you or for which you are legally responsible and include fixtures, fittings, underground and overhead services; walls, gates, fences, paths and roadways, and all other structural improvements at the location.

**BUSINESS:** Means that which is specified in the schedule and conducted solely from the premises in the United Arab Emirates and includes the provision of catering, social sports and Welfare facilities for employees, fire, first-aid and ambulance services and private work undertaken with Your consent.

**BUSINESS HOURS:** Mean the period during which the premises are actually occupied for business purpose and during which You or any of Your directors, partners and employees normally entrusted with money are in the premises.

**CONTENTS:** Include tools of trade, fixtures, fittings, tenants' improvements, furnishings, interior decorations and other contents belonging to You or for which You are responsible in the premises, excluding those more specifically insured.

**DAMAGE:** Means physical loss or damage to property.

**DEATH:** Means Bodily Injury, which within 24 months from its occurrence is the sole and direct cause of death.

**ELECTRONIC DATA:** Means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically-controlled equipment, which includes but is not limited to programmes and/or software and/or other coded instructions for such equipment.

**EMPLOYEE:** Means any person under a contract of service or apprenticeship with You or is supplied to, hired or borrowed by You while engaged in the course of the business and for which You are legally responsible.

**GEOGRAPHICAL LIMITS:** Mean the premises specified in the schedule located in the United Arab Emirates.

**GOODS:** Mean items of a lawful nature owned by You or for which You are responsible but excludes livestock, explosives, goods of a dangerous nature, tobacco, cigarettes, cigars, wines, spirits, radios, television, tape recorders, furs, watches, clocks, jewellery, gold and silver articles, precious metals and stones, bullion, cash, bank notes, stamps, deeds, bonds, securities, bills of exchange, documents, manuscripts or plans, mobile telephones, fine art or nuclear products/by-products.

**GROSS INCOME:** The money paid or payable to You for goods sold, services rendered or for rental received in the course of Your Business, less the cost of purchasing stock and expenses incurred in the course of the business.

**GROSS PROFIT:** The amount by which the sum of the value of the turnover and the value of the closing stock exceed the sum of the value of the opening stock and the amount of the specified working expenses. The value of the opening and closing stocks shall be arrived at in accordance with the insured's normal accountancy methods, due provision being made for depreciation.



## GENERAL DEFINITIONS

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**INCREASED COST OF WORKING:** Means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Income which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage.

**INDEMNITY PERIOD:** Begins when the loss or Damage occurs and ends on the below mentioned dates, whichever comes earlier:

- The expiry of the period listed in the Schedule.
- When the Business ceases to be affected as a result of the loss or Damage.

**INJURY:** Means bodily Injury, disease or illness including death resulting therefrom.

**JOURNEY:** Any journey beginning in the United Arab Emirates and continuing into another country or countries not exceeding 14 days any one journey inclusive of departure and return days.

**LOSS OF LIMBS OR SIGHT:** Means Bodily Injury which within 24 months from its occurrence is the sole and direct cause of:

- Loss of one or more limbs by physical separation at or above the wrist or ankle.
- Permanent and total loss of one or both hands or feet.
- Total and irrecoverable loss of sight in one or both eyes.

**MONEY:** Includes cash, bank and currency notes, cheques, postal order, money orders, crossed bankers' draft, current postal stamps, unexpired units in franking machines, credit card vouchers and customer redemption vouchers held in connection with Your Business.

**PERMANENT TOTAL DISABLEMENT:** Means the physical loss of any one eye or limb or such physical Injury which prevents You or any of Your directors, partners and employees from attending any occupation or to business of any kind for a period of at least 12 months and such physical loss or Injury is expected to continue for the remainder of that person's life.

**PHYSICAL LOSS OR DAMAGE:** Shall mean any form of sudden and unforeseen loss or Damage.

**PORTABLE EQUIPMENT:** Includes portable phones and laptop computers belonging to You, and used by You or any of Your employees in the premises or anywhere in the world when required for Business purpose.

**PRINCIPAL:** Means any party other than a director, partner or employee with whom You have entered into a contract in the course of the Business.

**PROPERTY:** Means material tangible property, but does not include Electronic Data.

**PROPERTY (For section 10):** Means baggage including business and personal effects.

**PROPOSAL:** Shall mean any signed proposal form and declaration and any information in connection with this insurance supplied by or on behalf of You, in addition thereto or in substitution therefore.

**SHOP FRONT:** Includes show windows and surrounds, glass door and frames at the premises, but excludes external blinds, signs and neon signs.

**SHORTAGE IN TURNOVER:** The amount by which the turnover during a period shall, in consequence of the accident, fall short of the part of the standard turnover which relates to the period.

# GENERAL DEFINITIONS

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## **STANDARD INCOME:**

- The Gross income during the period immediately before the date that the loss or Damage occurred which corresponds with the Indemnity period.
- Adjusted to reflect the trend in the Business and any other relevant circumstances in order to calculate the Gross Income that Your business would have earned had the loss or Damage not occurred.

**STANDARD REVENUE:** The revenue during that period in twelve months' trend of the business immediately before the date of the accident which corresponds with the Indemnity Period, to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the Business either before or after the accident or which would have affected the business had the accident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonable, practicable the results which but for the accident would have been obtained during the relative period after the accident.

**STANDARD WEEKLY INCOME:** The average weekly Gross Income during the lesser of:

- The 52 weeks immediately before the loss or Damage occurs.
- The period Your Business has been in operation, adjusted to reflect the trend in the Business and any other relevant circumstances in order to calculate the weekly Gross Income that Your Business would have earned had the loss or Damage not occurred.

**STOCK IN TRADE:** Includes goods, merchandise and trading materials belonging to You or held in trust by You or for which You are responsible in the premises.

**TURNOVER:** The money (less discounts allowed) paid or payable to You for goods sold and delivered and for services rendered in course of the business at the premises.

**UNDER INSURANCE:** Means that unless the property for each insured person is insured for its full value (subject to any limitation in Section 1 and after reasonable allowance for wear tear and depreciation), Your claim will only be recoverable in the same proportion as the Sum Insured bears to the total value of the Property of that insured Person held during the Journey in which the loss occurs.

**WEEKLY INCOME:** The average weekly Gross Income.

**WE/OUR:** Means Royal and Sun Alliance Insurance (Middle East) EC.

**YOU/YOUR:** Means the person(s), companies or firms named as the insured in the schedule.

## GENERAL DEFINITIONS (SECTION 6)

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**AGENCY REPAIRS:** If agency repairs are included in your policy, as shown in your schedule, then you have the option of having your car repaired at the manufacturer's authorised dealers. If you do not have this cover then we shall select one of our own approved garages to undertake the repairs.

**CERTIFICATE OF MOTOR INSURANCE:** The document which proves that you have insurance in accordance with the UAE road traffic laws.

**DEDUCTIBLE/EXCESS:** The amounts shown in your schedule which you must pay when you make a claim.

**EXCESS FOR MOTOR:** The amounts shown in your schedule which you must pay when you make a claim which cannot be recovered from a third party. We will not charge you an excess for theft, fire or windscreen claims.

**GEOGRAPHICAL AREA (TERRITORIAL LIMITS) FOR MOTOR INSURANCE:**

- United Arab Emirates
- Any other area stated in your policy schedule

**IN-CAR ACCESORIES:**

- Radio, cassette, compact disc player or other audio equipment
- Phone or other communication equipment
- Navigation equipment
- Television or other visual entertainment equipment including video cassette recorders,
- DVD players and games consoles

The equipment must be permanently fitted in your car and its value stated in your proposal form.

**INSURED VEHICLE/YOUR CAR:**

- The car whose details have been reported to and accepted by us
- The car whose chassis or engine number is shown in your certificate of motor insurance and your schedule.  
This includes any in-car equipment fitted as standard by the manufacturer.

**LICENSED DRIVER:** The insured or any person driving with his permission provided that the person driving holds a license for the vehicle in accordance with the traffic laws and regulations and has not had his license withdrawn by order of a Court of Law or traffic regulations.

**NO CLAIMS DISCOUNT:** A discount on your premium in return for you not making a claim.

**PERIOD OF INSURANCE:** Your policy runs for the period specified in your schedule.

**POLICY:** Your policy is made up of

- Your application form for this insurance
- This policy book
- Your schedule
- Your certificate of motor insurance

**SCHEDULE:** The document which describes

- You and your type of risk covered/vehicle
- Any special details of your policy such as excesses or special terms and conditions

**VEHICLE/INSURED VALUE:** The amount stated on the policy schedule which we shall pay in the event of a total loss after deducting depreciation in line with the scale on page 23.

# MAKING A CLAIM

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## HOW TO MAKE A CLAIM UNDER THIS POLICY

You must follow these procedures if something happens which causes loss or Damage or Injury, which may lead to a claim. If You do not, We may refuse your claim or reduce the amount We pay You.

## WHEN LOSS OR DAMAGE OCCURS YOU MUST

1. Take all reasonable steps to reduce the loss or Damage and to prevent further Damage.
2. Immediately make a full report to the police if:
  - You know or suspect that Property has been stolen.
  - Someone has broken into your Premises.
  - Someone has caused malicious Damage to your property.
3. Not make any admission of liability, offer, promise or payment.
4. Promptly inform Us by telephone or in person.
5. Preserve any damaged Property or parts and make it available for inspection by our representative or agent (including a loss adjuster).
6. Not authorise the repair or replacement of anything without our agreement.

## IF YOU WANT TO MAKE A CLAIM YOU MUST

On the discovery of any circumstance which may give rise to a claim under this Policy You must:

1. Notify Us in writing immediately.
2. Give immediate notice to the police authority in respect of loss or Damage caused by malicious persons or thieves.
3. Carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction or Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
4. As soon as possible, after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
5. Within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as We may allow at Your own expense, deliver to Us:
  - (a) Full information in writing of the claim.
  - (b) Details of any other insurance relating to the claim.
  - (c) All such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the insured's professional Accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details.
  - (d) If demanded, a statutory declaration of the truth of the claim and of any matter connected with it.

In relation to liability insurance, every letter, claim, writ, summons and process shall be forwarded to Us immediately on receipt. You shall also give Us written notice immediately of knowledge of any prosecution or inquest in connection with any occurrence, which may give rise to liability under this Policy.

If the terms of this condition have not been complied with:

- No claim under this Policy shall be payable.
- Any payment on account of the claim already made shall be repaid to Us immediately.

# MAKING A CLAIM

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## PROCEEDINGS AND NEGOTIATIONS

1. We control all claims.
2. We require that you give Us all information and assistance We may need:
  - (a) To settle or defend claims.
  - (b) To recover from others any amount We have paid for a claim.
3. You must allow Us to:
  - (a) Make admissions, settle or defend claims on Your behalf.
  - (b) Take legal action in Your name against another person to recover any payment We have made on a claim.

We may keep any amount We recover in priority to your right to recover any amount that you have lost which is not insured under this Policy, whether or not We have paid your claim in whole or in part.

## DISCHARGE OF OUR LIABILITIES

At any time We can pay to You or on Your behalf, for all claims made against You for any one occurrence:

1. The Limit of Liability of the section under which the claim is made, after deducting any amounts already paid.
2. Any lower sum for which the claim may be settled. If We do so:
  - (a) The conduct of any outstanding claim(s) will become your responsibility.
  - (b) We will not be liable to pay any further amounts other than costs, charges or expenses that We agreed to pay before We made the payment referred to above.

## LIMITS AND EXCESS

1. We will not pay more than the Limit of Liability in respect of any claim:
  - Other than those benefits that are identified as payable in addition to the sum insured.
  - Unless We agree in writing to pay legal costs or expenses in relation to a claim.
2. You must pay the amount of any Excess shown in the Schedule for each claim You make.  
Payment of your excess may be requested when you lodge your claim form or may be deducted from our payment to You.
3. If you suffer Damage which leads to a claim under more than one section of this Policy:
  - The highest applicable excess is payable.
  - Only one Excess is payable.

# MAKING A CLAIM

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## INSPECTION AND SALVAGE

1. You must give Us access to your Property and Premises or make them available to Us for inspection if you make a claim.
2. You must allow Us to take possession of any Damaged Property and deal with it in a reasonable manner. If We do not take possession of the Damaged Property, You cannot abandon Your responsibilities for the Property.

## OTHER INSURANCES

At the time you make a claim, You must give Us written notice of any other insurance covering the Property or Legal Liability which may also apply to your claim.

## CONTRIBUTION

When a loss paid under this Policy is also recoverable under another Policy and We have paid more than our rateable share, We reserve the right to seek contribution from the other insurer or insurers.

## FALSE CLAIMS

If You or someone acting on Your behalf makes a false claim, or causes loss or Damage deliberately, We may refuse to pay the claim, cancel this Policy, or take legal action against You.

## RIGHTS OF THE COMPANY

1. On the happening of any loss, destruction or Damage in respect of which a claim is or may be made under this Policy, We and every person authorised by Us may without thereby incurring any liability and without diminishing Our right to rely upon any conditions of this Policy, enter, take or keep possession of the Building or premises where the loss, destruction or Damage has happened and may take possession of or require to be delivered to them any of the Property hereby insured and may keep possession of and deal with such Property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of Your leave and license to Us to do so. If You or anyone acting on your behalf shall not comply with Our requirements or shall hinder or obstruct Us in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited. You shall not in any case be entitled to abandon any Property to Us, whether taken possession of by Us or not.
2. No admission, offer, promise payment or indemnity shall be made or given by or on behalf of You without Our written consent who shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
3. You shall give all such assistance as We may require.

# CLAIMS PROCEDURES

<p><b>Section 1 : Property All Risks</b>  <b>Section 7 : Electronic Equipment</b>  <b>Section 8 : Machinery Breakdown</b>  <b>Section 9 : Deterioration of Stock</b>  <b>Section 13 : Goods in Transit</b></p> <p>In the event of a claim, notify RSA immediately with:</p> <ul style="list-style-type: none"> <li>· Incident Report</li> <li>· Details of Property Affected</li> <li>· An Indication of the Approximate Cost of Repairs/Replacement</li> </ul> <p>Required documents:</p> <ul style="list-style-type: none"> <li>· Estimates/Quotation</li> <li>· Invoice/Bills/Receipts</li> <li>· Police Report</li> </ul>	<p><b>Section 2 : Business Interruption</b></p> <p>In the event of a claim, notify RSA immediately with:</p> <ul style="list-style-type: none"> <li>· Incident Report</li> </ul>
<p><b>Section 3 : Public Liability</b></p> <p>In the event of a claim, notify RSA immediately with:</p> <ul style="list-style-type: none"> <li>· Incident Report</li> <li>· Details of Any Parties Involved</li> <li>· Extent of Injury/Damage to Property</li> </ul> <p><b>Important Note:</b></p> <ul style="list-style-type: none"> <li>· No admission, offer, promise payment or indemnity shall be made or given by or on Your behalf without Our written consent</li> <li>· Every letter, claim, writ or summons or process shall be forwarded to Us on receipt</li> </ul>	<p><b>Section 4 : Workmen's Compensation</b></p> <p>In the event of a claim, notify RSA immediately with:</p> <ul style="list-style-type: none"> <li>· Duly Completed Claim Form</li> <li>· Original Medical Bills</li> <li>· Original Medical Leave Certificate</li> <li>· Original Medical Report/Disability Report</li> </ul> <p>In case of death:</p> <ul style="list-style-type: none"> <li>· Death Certificate</li> </ul>
<p><b>Section 5 : Money</b></p> <p>In the event of a claim, notify RSA immediately with:</p> <ul style="list-style-type: none"> <li>· Incident Report</li> <li>· Details of Claim</li> </ul> <p>Required document:</p> <ul style="list-style-type: none"> <li>· Police Report</li> </ul>	<p><b>Section 6 : Motor Insurance</b>  <b>Section 10 : Fidelity Insurance</b></p> <p>In the event of a claim, notify RSA immediately with:</p> <ul style="list-style-type: none"> <li>· Incident Report</li> <li>· Details of Claim</li> </ul> <p>Required document:</p> <ul style="list-style-type: none"> <li>· Police Report</li> </ul>
<p><b>Section 11 : Travel (Baggage) Insurance</b></p> <p>In the event of a claim (baggage lost), notify RSA immediately with:</p> <ul style="list-style-type: none"> <li>· Police Report</li> <li>· Property Irregularity Report from Airlines</li> <li>· Receipts for All Items Claimed</li> <li>· In the Event of Baggage Damage, Need Photographs of the Same</li> </ul> <p>Required documents:</p> <ul style="list-style-type: none"> <li>· Invoices of Repair/Replacement/Purchase</li> </ul>	<p><b>Section 12 : Group Personal Accident</b></p> <p>In the event of a claim, notify RSA immediately with:</p> <ul style="list-style-type: none"> <li>· Duly Completed Claim Form</li> <li>· Original Medical Bills</li> <li>· Original Medical Leave Certificate</li> <li>· Original Medical Report/Disability Report</li> <li>· Police Report in Case of Road Accident</li> </ul> <p>In case of death:</p> <ul style="list-style-type: none"> <li>· Death Certificate</li> </ul>

# SECTION 1: PROPERTY ALL RISKS

## WHAT WE COVER

In the event of loss or Damage to Your Property caused by accident, We shall at Our option, pay for the loss or Damage and reinstate, replace or repair the lost or Damaged Property.

## BASIS OF SETTLEMENT

The amount payable under this section (other than stock in trade) will be the cost of replacing or repairing the lost or Damaged property to equal its condition when new. If the lost or Damaged property is not reinstated, a loss will be settled after making allowance for depreciation and wear and tear. The amount payable for stock in trade will be based on the actual cost of its replacement.

## LIMIT OF LIABILITY

Our liability under this section including the extended coverage shall not exceed the Sum Insured in respect of each item as stated in the Schedule or the Sum Insured in whole by this section, for any one Period of Insurance.

## EXTENDED COVERAGE

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Temporary Removal	We shall cover the loss or Damage to contents (other than stock in the trade) whilst temporarily removed from the premises for cleaning, renovation or repair within United Arab Emirates. You are covered up to the amount specified in your Policy Schedule for any one occurrence.
Fire Extinguishing Expenses	We shall cover the cost of extinguishing a fire, provided that it is necessarily, reasonably and actually incurred by You, following a fire or explosion. You are covered up to the amount specified in your Policy Schedule for any one occurrence.
Removal of Debris	Following Damage to the Property, We shall cover the costs and expenses necessarily, reasonably and actually incurred by You with Our consent in removing debris or dismantling, demolishing, shoring up or propping up that part of the Property destroyed or damaged. (You are covered up to the amount specified in your Policy Schedule for any one occurrence.)
Damage to Premises	We shall cover the amount of Damages to the Premises, for which You are responsible, arising out of theft or attempted theft involving forcible and violent entry to or exit from the Premises. You are covered up to the amount specified in your Policy Schedule for any one occurrence.
Accidental Breakage of Fixed Glass	We shall cover accidental breakage of fixed glass panes at the Premises and the reasonable cost of any temporary boarding-up rendered necessary as a result of the breakage, but not for the lettering or decoration of the glass. You are covered up to the amount specified in your Policy Schedule for any one occurrence.
Alterations or Repairs	Loss or Damage to the Property shall not be prejudiced by any alteration, repair, decoration or maintenance works performed at the Premises. Provided that the contract value of each contract work shall not exceed AED 100,000 or an amount specified in your Policy Schedule for any one occurrence.
Loss of or Damage to Personal Effects	In the event of an accident causing a claim under this section and the accident, at the same time, causing loss or Damage to Your directors', partners' or Employees' clothing and personal effects (except money and property specified in the exception of this section or otherwise insured), We shall cover the Loss or Damage to these items. You are covered up to the amount specified in your Policy Schedule per person for any one Period of Insurance.
Loss of or Damage to Other Contents	In the event of an accident causing a claim under this section and the accident, at the same time, causing loss or Damage to documents, manuscripts, patterns, models, moulds, pans or designs, business books or computer system records not otherwise insured, We shall cover the material cost as stationery and the clerical cost of reinstating these items. You are covered up to the amount specified in your Policy Schedule for any one Period of Insurance.
Automatic Reinstatement of Sum Insured	In the event of loss or Damage recoverable under this section, the Sum Insured shall, in the absence of any written notice, be immediately reinstated in consideration of which You undertake to pay the appropriate additional premium.



# SECTION 1: PROPERTY ALL RISKS

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Rental Income	The insurance on rental income applies only if the said Building or any part thereof is unfit for occupation in consequence of its destruction or Damage and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the terms of rent insured.

## WHAT WE DO NOT COVER

This Section does not cover:

### 1. LOSS OR DAMAGE TO:

- (a) Money, jewellery, watches, valuables, furs, bullion, precious metals or stones unless mentioned in the Schedule.
- (b) Any curios or works of art for an amount exceeding AED 5,000.
- (c) Motor vehicles or their accessories: watercraft or aircraft.
- (d) Livestock, animals, birds, fish, plants, trees or any gardens.
- (e) Property being worked upon or arising from any process of repair or renovation and maintenance other than as prescribed in Extended Coverage - Alterations or Repairs, of this section.
- (f) Property in transit.
- (g) Any mobile devices such as, but not limited to laptops, mobile phones and hand held devices.
- (h) Property on loan or hired out.
- (i) Excluding any loss and or damage to laptops or other mobile equipment's or valuables, if left unattended or out in the open.

### 2. LOSS OR DAMAGE ATTRIBUTED TO OR CAUSED BY:

- (a) Infidelity or dishonesty on Your part or any of Your employees.
- (b) Pollution or contamination unless caused by a peril insured by this section.
- (c) Theft or attempted theft unless it involves entry to or exit from the premises by forcible and violent means or follows a hold-up accompanied by violence or threat of violence at the premises.
- (d) Unexplained disappearance or any shortage revealed only at time of stock taking or making of an inventory and not attributable to a specific accident insured by this section.
- (e) Occurrence from any vehicle whilst left unattended.
- (f) Subsidence, landslip, heave of the site or collapse of the buildings.
- (g) Breakage of china, porcelain or glass not completely fixed before the accident insured by this section.

## LEGAL REQUIREMENTS WARRANTY

Warranted that You shall duly comply with and observe all provisions, requirements and regulations of:

- 1. Fire Services Departments.
- 2. Labour Department.
- 3. Dangerous Goods Ordinance.
- 4. Factories and Industrial Undertakings Ordinance.
- 5. any other Statutory Obligation.

Including any notice given and requirements made pursuant to the same, the breach and disregard of which may affect or increase the risk insured under this section.

## AVERAGE

If Your Property shall, at the commencement of any loss, destruction or damage to such Property, be collectively of greater value than the Sum Insured, You shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item shall be separately subject to this condition.

## SECTION 2: BUSINESS INTERRUPTION

### WHAT WE COVER

This section insures Your loss of income which results directly from the effect on the Business of loss or Damage to any Property which is insured under Section 1 and for which You would have been entitled to indemnity and includes:

- (a) Loss of Gross Income during the Indemnity Period.
- (b) Increase in cost of working during the Indemnity Period.
- (c) Accounts receivable.

We will pay You:

- (a) The difference between the standard income and the Gross Income earned by You during the Indemnity Period.
- (b) Any amount that You expend with Our consent for the sole purpose of minimising any reduction of Gross Income as a result of the loss or Damage. However, We will not pay any more than the amount by which reduction in Gross Income is minimised less any expenses saved as a result of the loss or Damage. If the sum insured for Gross Income is less than 80% of standard income, We will reduce the amount We pay by the proportion that Gross Income bears to standard income.
- (c) The additional expenditure You reasonably incur to minimise the effect of the loss or Damage to the Business during the indemnity period.
- (d) Any accounts receivable which You do not receive and are unable to trace as a result of loss or damage to Your Business records which were contained in the premises.
- (e) Any expenditure incurred with Our consent in tracing and establishing those accounts receivable after the Damage, provided that, if the sum insured is less than the actual accounts receivable, We will reduce the amount We pay by the proportion that the sum insured bears to the accounts receivable. We will not pay any amount under this clause unless You:
  - Have sent duplicate records of all accounts receivable to a safe place away from the Premises as soon as possible after the end of each month, and
  - Keep those records for at least 12 months.

We will not pay any more than the amount shown as the Total Sum Insured in the Policy Schedule for all covers under this section including the extended coverage reflected below.

### EXTENDED COVERAGE

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Public Utilities, Customers and Suppliers - Extension	<p>Where Damage occurs within the United Arab Emirates at:</p> <ul style="list-style-type: none"> <li>(a) An electricity power station or sub station.</li> <li>(b) A gas supplier.</li> <li>(c) Water or sewerage services.</li> <li>(d) Land-based telecommunications installations.</li> <li>(e) A customer's premises.</li> <li>(f) Computer facilities, computer installations, including ancillary equipment and data processing media, utilised by You in the United Arab Emirates other than at the Business Premises and these premises supply goods or services utilised by You or You supply goods or services to them, where damage is caused by and would be covered by an insured event listed in Section 1 of this Policy, the consequential reduction of Gross Income resulting from such interruption or interference shall be deemed to be loss resulting from loss or Damage to Property used by You at Your Premises.</li> </ul> <p>Provided always that:</p> <ul style="list-style-type: none"> <li>(a) We shall not be liable for the first three normal trading days of any loss resulting from the interruption or interference.</li> <li>(b) Our total liability shall not exceed the amount reflected in the Policy Schedule.</li> </ul>

## SECTION 2: BUSINESS INTERRUPTION

### EXTENDED COVERAGE

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Denial of Access	<p>The indemnity under this Section includes interruption or interference with Your Business as a consequence of:</p> <ul style="list-style-type: none"> <li>(a) Damage by any insured event covered by Section 1 to Property within a 5 kilometer radius of Your premises or to Property forming part of or contained in a complex of which the Premises forms part.</li> <li>(b) Closure or evacuation of all or part of the Premises by order of a competent government, public or statutory authority as a result of: <ul style="list-style-type: none"> <li>· Food poisoning, murder or suicide within a 5 kilometer radius of Your Premises.</li> <li>· Incorrect operation of drains or other sanitary arrangements at the Premises which shall prevent or hinder the use of Your Building or access thereto, or results in a cessation or diminution of trade due to temporary falling away of potential customers.</li> </ul> </li> </ul> <p>Provided always that:</p> <ul style="list-style-type: none"> <li>(a) We shall not be liable for the first three normal trading days of any loss resulting from the interruption or interference.</li> <li>(b) Our total liability shall not exceed the amount as reflected in the Policy Schedule.</li> </ul>
Claims Preparation Costs	<p>We shall cover any professional Accountants' charges reasonably incurred by You for producing and certifying the particulars required by Us in connection with the investigation and verification of claims. You are covered up to the amount reflected in the Policy Schedule for any one occurrence.</p>

### DEPARTMENTAL PROVISION

If Your Business is conducted in departments with individually ascertainable trading results, We will treat each department as if it is separately insured under this Section:

- (a) We will not pay any more than the sum(s) Insured under this section for all claims from any department.
- (b) If the sum insured is less than the total of the Gross Income for all departments (whether affected by the loss or Damage or not), We will reduce the amount We pay by the proportion that the sum insured bears to the total of the Gross Income.

## SECTION 3: PUBLIC LIABILITY

### WHAT WE COVER

We shall indemnify You against all sums which You shall become legally liable to pay, including all costs and expenses incurred with Our written consent, in the event of:

- (a) Accidental injury to any person.
- (b) Accidental loss or Damage to Property.

Happening during the Period of Insurance and arising out of and in the course of the Business within the geographical limits subject to the Limit of Liability and the jurisdiction clause.

### LIMIT OF LIABILITY

You are covered up to the Limit of Liability as specified in the Policy Schedule, in respect of any one claim or number of claims arising out of one cause. The limits provided under the Extended Coverage section form part of the Limit of Indemnity reflected in the Policy Schedule.

If We are liable to indemnify more than one party, the total amount of indemnity to all such parties shall not exceed the amounts shown in the Schedule.

### JURISDICTION CLAUSE

The indemnity by this section shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a court of competent jurisdiction in the United Arab Emirates.

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Overseas Commercial Visits	We shall cover your legal liability arising from occasional visits outside the United Arab Emirates by You or any of Your directors, partners or employees in connection with Your Business that happen during the Period of Insurance.
Indemnity to Personal Representatives, Directors, Partners and Employees	We shall cover the legal liability of: <ul style="list-style-type: none"><li>(a) Your legal personal representative, in the event of your death.</li><li>(b) Your directors, partners or employees in their capacity as such in the event that there is no other insurance covering the same liability.</li></ul> Provided that such persons shall observe, fulfill and be subject to the terms of this policy.
First Aid (Per Person, Per Accident)	We shall indemnify You and/or any of Your directors, partners or employees (other than a qualified medical practitioner) against liability as within defined in respect of medical or first aid treatment given by such person in the course of his/her employment with You at Your Premises, subject to the limit reflected in the Policy Schedule. Provided that You shall have arranged with any such person for the conduct and control of all claims to be vested in Us and that person shall observe, fulfill and be subject to the terms of this Policy.
Welfare, Social and Sports Clubs	We shall indemnify You and/or any of Your directors, partners or employees whilst undertaking activities on behalf of Your welfare, social or sports clubs, against claims in connection with their functions as welfare, social or sports clubs, within the United Arab Emirates. Provided that: <ul style="list-style-type: none"><li>(a) Such clubs and/or members are not entitled to indemnity under any other insurance policy, otherwise the indemnity granted by this section will apply only for an amount in excess of that provided by such other policy.</li><li>(b) Such clubs and/or members shall observe, fulfill and be subject to the terms of this Policy.</li></ul>
Tenants' Liability	We shall cover Your legal liability as tenants for damage to the Premises (including their fixtures and fittings) leased and occupied by You, subject to the limit reflected in the Policy Schedule. Provided that this extension shall not apply to any liability for loss or Damage assumed by You under a tenancy or other agreement which would not have attached in the absence of such agreement.
Food & Drink Extension	This Policy shall extend to include liability for death or injury caused by or arising out of deleterious matter in food or drinks sold or supplied by You at or from the Premises, subject to the limit reflected in the Policy Schedule.

## SECTION 3: PUBLIC LIABILITY

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### WHAT WE DO NOT COVER

This section does not indemnify You in respect of:

1. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
2. Bodily injury to Your employees and any claim arising under the United Arab Emirates Federal Labour Law No. (8) of 1980 Chapter 8 and subsequent amendments as may apply; or as under Clause 5.2.3 and 9.1.3 of the Jebel Ali Free Zone Rules.
3. Loss of or Damage to:
  - (a) Your property or property in Your custody or control.
  - (b) That part of any property upon which You have been operating.
  - (c) Any property, land or building caused by vibration or removal or weakening of support of such land property or buildings.
  - (d) Property caused by explosion due to force of internal steam pressure of any boiler, vessel or apparatus designed to operate under steam pressure only.
4. Injury, loss or Damage caused by:
  - (a) The ownership, possession or use of ships, craft, aircraft, railway, rolling stock, forklifts, cranes, escalators or power hoisting machines.
  - (b) The ownership, possession or use of mechanically propelled road vehicles except the loading or unloading of such vehicle or the bringing to or the taking away of a load from such vehicle.
  - (c) Your sub-contractors or persons engaged in or upon the service of such sub-contractors.
  - (d) Goods (which term shall be deemed to include containers) manufactured sold or supplied.
  - (e) Your rendering or failure to render or breach of professional duty, service, advice or treatment.
  - (f) The dispensing of any medicine.

## SECTION 4: WORKMEN'S COMPENSATION

### WHAT WE COVER

The cover by this section shall be in accordance with:

1. United Arab Emirates Federal Labour Law No. (8) of 1980 Chapter 8, subsequent amendments as at inception of this insurance.
2. Clause 5.2.3 and 9.1.3 of the Jebel Ali Free Zone Rules (applicable for companies operating from Jebel Ali Free Zone Area) &/or Common Law &/or Sharia Law.

Provided estimated annual wages are declared to Us and shown in the Policy Schedule.

### EXTENDED COVERAGE

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Employer's Liability	<p>We shall cover all sums which You shall become legally obliged to pay as compensation for accidental bodily injury including death resulting therefrom sustained by any of Your Employees arising out of and in the course of their employment with You.</p> <p>The total amount payable by Us for compensation together with any costs and expenses of litigation arising therefrom shall not exceed, in respect of:</p> <ul style="list-style-type: none"> <li>(a) Any one claim or series of claims against You arising out of one occurrence, the sum as mentioned in the Policy Schedule.</li> <li>(b) All claims during any one Period of Insurance, the sum as mentioned in the Policy Schedule.</li> </ul> <p>The above limits shall not apply in respect of claims under the Workmen's Compensation law(s) set out above.</p>
Employee-to-Employee Liability	<p>It is hereby declared and agreed that the Insurers shall treat as though the Claimant was the Insured or any employee of the Insured in respect of actions brought against the employee personally had the action been brought against the Insured and an indemnity would have been provided by this policy.</p> <p>The terms common law shall be deemed to include actions brought in the Criminal Courts of the U.A.E. in respect of accidental death of or bodily injury to employee.</p>
Medical Expenses	<p>If at any time during the Period of Insurance any of Your Employees as detailed in the Policy Schedule shall sustain accidental bodily injury arising out of and in the course of his employment with You, the Policy shall reimburse actual medical expenses incurred, subject to maximum of an amount as mentioned in the schedule per person, per occurrence in private clinics/hospitals but this limit is not applicable if treated in government clinics/hospitals.</p>
Repatriation Expenses	<p>If an Employee shall suffer bodily injury which independently of any other cause shall necessitate the repatriation of the employee, We will also indemnify You in respect of reasonable travelling expenses incurred for the repatriation of an injured employee with an escort, if necessary, and/or his return to base after full recovery or, in the case of death, reasonable expenses incurred in transporting the body or ashes up to an amount as mentioned in the schedule per person. The repatriation of an Employee shall be deemed necessary if a qualified medical practitioner shall certify that the employee should be repatriated because local facilities are inadequate for the treatment of his condition or his recovery will be substantially expedited thereby.</p>
24-Hours Non-Work Related Personal Accident Cover	<p>In consideration of You having agreed to pay the additional premium, it is agreed that this Policy is extended to cover on a 24 hours basis, bodily injury arising out of non-work related accidents, occurring within the geographical limits, for Employees whose wages are declared under this Policy. Accident shall mean bodily injury caused by violent accidental external and visible means resulting directly, solely and independently of other causes in death or disablement occurring within twelve calendar months.</p> <p>The benefits payable under this extension for such accidents shall be as though the injury were a work related injury and the compensation shall be as per the provisions of the labour law unless specifically excluded.</p>

## SECTION 4: WORKMEN'S COMPENSATION

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
<p>We shall not be liable in respect of:</p>	<ol style="list-style-type: none"> <li>1. Loss of wages for any disabled period or cost of treatment or medical expenses arising from any accident.</li> <li>2. Sickness and/or diseases of all and every description or any physical or mental defect or infirmity existing at the time of occurrence of the bodily injury or any cause gradually operating upon the Employee.</li> <li>3. Bodily Injury sustained by any Employee:               <ol style="list-style-type: none"> <li>(a) Whilst engaging in (or practicing for, or taking part in training peculiar to) any of the "Excluded Activities" specified below.</li> <li>(b) Committing or attempting to commit suicide, or wilfully exposing himself to needless peril except in an attempt to save human life, or due to, contributed to, or accelerated by venereal infection or any HIV (Human Immunodeficiency Virus) related illness including AIDS and/or any mutant derivative or variations thereof howsoever caused.</li> <li>(c) Whilst under the influence of intoxicating drugs or alcohol.</li> </ol> </li> <li>4. Bodily injury resulting from or contributed by:               <ol style="list-style-type: none"> <li>(a) Any pre-existing physical or mental defect or infirmity which had not been declared and accepted in writing.</li> <li>(b) The pregnancy and/or childbirth (including miscarriage or abortion) of Your Employee.</li> </ol> </li> </ol>
<p>Excluded Activities</p>	<ol style="list-style-type: none"> <li>1. Diving necessitating the use of breathing equipment (aqua-lung diving).</li> <li>2. Flying or other aerial activity, other than flying in a fully licensed passenger carrying aircraft, but not:               <ol style="list-style-type: none"> <li>(a) As a member of the crew.</li> <li>(b) For the purpose of engaging in any trade or technical operation therein.</li> </ol> </li> <li>3. Football, other than association football as an Amateur. Amateur shall mean a person who receives no financial gain from or payment for participation in that sport, other than the reimbursement of reasonable travel and other out of pocket expenses.</li> <li>4. Hunting, horse riding, racing, other than racing on foot, or swimming or in dinghies, or any competition or sport.</li> <li>5. Ice hockey.</li> <li>6. Motor competitions.</li> <li>7. Motorcycling as a rider or passenger.</li> <li>8. Mountaineering guides necessitating the use of ropes or rock or cliff climbing.</li> <li>9. Pot-holing.</li> <li>10. Power-boating, meaning the use of any combination of boat and engine capable of travelling faster than 30 knots.</li> <li>11. Water ski-jumping and tricks.</li> <li>12. Winter sports, other than curling or skating.</li> <li>13. Wrestling, boxing, judo, karate or any form of unarmed combat.</li> </ol>

### WHAT WE DO NOT COVER

1. The insured's liability to employees of contractors to the insured.
2. Any liability of the insured which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
3. Any sum which the insured would have been entitled to recover from any party but for an agreement between the insured and such party.
4. Any work undertaken on any onshore, offshore, rig or platform or any work related travel undertaken on any vessel or aircraft to or from any offshore rig or platform.

## SECTION 5: MONEY

### WHAT WE COVER

In the event of loss or Damage to money in the United Arab Emirates, We shall cover the amount of loss subject to the Limit of Liability specified.

### LIMIT OF LIABILITY

Our liability shall not exceed the amounts as specified in the Policy Schedule for any one occurrence for the following:

1. Crossed cheques and credit card sales vouchers.
2. Money, other than 1. above:
  - (a) In transit within the United Arab Emirates.
  - (c) In Premises after business hours:
    - In a locked safe or strong room.
    - In a locked drawer or cabinet.

### EXTENDED COVERAGE

(The limits provided under the Extended Coverage section form part of the total Limit of Liability reflected in the Policy Schedule.)

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Damage to Safe or Strong room	We shall cover loss or Damage to safe or strong room in the Premises, caused by any theft or attempted theft. You are covered up to the amount reflected in Your Policy Schedule for any one occurrence.
Loss of Money in Residence	We shall cover loss or Damage to money in Your residence or the residence of Your directors, partners or authorised employees, arising from theft or attempted theft involving forcible and violent means of entry to or exit from the residence; or hold-up accompanied by violence or threat of violence at the residence up to the amount reflected in the Policy Schedule for any one Period of Insurance.
Personal Property	We shall cover loss or Damage to personal clothing damaged as a result of an assault during a theft or attempted theft in the course of Your duties, subject to an amount as reflected in the Policy Schedule. This does not extend to cover personal property stolen or damaged at your residence as a result of a theft or attempted theft.
Personal Assault	We shall indemnify You or Your legal personal representative, in the event that You or any of Your directors, partners or employees sustain bodily injury by assault, causing death or Permanent Total Disablement, directly and solely as a result of theft, attempted theft or hold-up in the course of Your duties. You or Your legal personal representatives are covered up to the capital sum as reflected in the Policy Schedule.

### WHAT WE DO NOT COVER

This section does not cover:

1. Loss of or Damage to money:
  - (a) Arising from fraud or dishonesty of Your employees, not discovered within 3 working days of the occurrence.
  - (b) From an unattended vehicle.
  - (c) Entrusted to any person other than You, Your partners, directors or Employees.
  - (d) In transit by post.
  - (e) From a safe or strong room opened by the use of key or combination code left in the Premises.
  - (f) Not notified to Us within 14 days of its occurrence.
2. Shortage due to error or omission or not identifiable with a specific event.



## SECTION 6: MOTOR INSURANCE

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### WHAT WE COVER

#### Cover One: Loss or Damage

1. The company undertakes to indemnify the insured for Loss of or Damage to the insured vehicle, its accessories and spare parts whilst thereon:
  - (a) By accident or overturning consequent upon accidental collision or mechanical breakdown or consequent upon wear and tear
  - (b) By fire, external explosion, self ignition, lightning or thunderbolt
  - (c) By burglary or theft
  - (d) By malicious act of any third party
  - (e) Whilst in transit (including the process of loading and unloading incidental to such transit) by road, rail, inland waterway, lift or elevator, relating to the said transportation.
2. The Company shall pay in cash the amount of loss or damage to the Insured or shall repair reinstate or replace the motor vehicle or any part thereof including its accessories or spare parts and the liability of the Company shall not exceed the replacement value of the parts lost or damaged and the reasonable cost of fitting or fixing such parts, unless the Insured requests the Company to pay him the amount in cash, in this case the Company shall respond to the insured's request.
3. The insured has the right to repair the damage due to an accident covered under the policy provided the total cost of such repair does not exceed the Authorised Repair Limit mentioned in the schedule attached to this policy, and the insured should forward to the company without delay a detailed estimate of the cost.
4. If the insured vehicle sustains loss or damage and is considered a Total Loss whereas the cost of repair exceeds 50% of its value before the accident. The vehicles' insured value agreed by the insured and the insurer at the time of insurance and stated in the schedule of this policy will be the basis of calculation for loss or damage under Cover One.
5. The Vehicle's Insured value agreed by the Insured and the Insurer at the time of insurance and stated in the schedule of the Policy will be the basis of calculation for loss or damage under Section One, after deducting depreciation not exceeding 20% annually of the Motor Vehicle's value stated in the Schedule attached to this Policy for the first year of registration, taking into account a proportional part of the year.

As from the second year of registration a depreciation not exceeding 20% annually of the Motor Vehicle's value stated in the Schedule of the policy should be deducted subject to the following proportion.

- 5% from the beginning of the first month up to the end of the 3rd month.
  - 10% from the beginning of the 4th month up to the end of the 6th month.
  - 15% from the beginning of the 7th month up to the end of the 9th month.
  - 20% from the beginning of the 10th month up to the expiry of the 12th month.
6. If the motor vehicle is immobilised by reason of loss or damage insured under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairers and delivery to the garage within the country where the loss or damage was sustained.

## SECTION 6: MOTOR INSURANCE

### Cover Two - Third Party Liability

1. The Company shall be liable to compensate the Insured in the event of accident caused by or arising out of the use of the motor vehicle subject to the limits specified in this Policy, against all sums which the Insured shall become legally liable to pay as compensation for :
  - (a) Death of or bodily injury to any person including the passengers in the vehicles except the Insured or the driver at the time of the accident and their families-spouse, parents and children and the employees of the Insured if they are injured during work hours or as a result of their work: and they are to be considered as passengers whether inside the vehicle or mounting or dismounting from it.
  - (b) Damages for materials and property, except those owned by the Insured or the driver at the time of the accident or property held in trust or in their custody or control
2. The insurance mentioned in this Section is extended, in accordance with the provisions and conditions herein, to cover the liability of each licensed driver while driving the Insured Vehicle provided that he fulfills and complies with the Terms and Conditions of this Policy and obeys it as if he was the Insured himself.
3. Subject to the Limits specified in the attached Schedule to this Policy, the Company shall be liable to pay court orders or judgements in whatever amount is awarded to the plaintiff including judicial expenses and charges (except penalties and / or fines); the Company shall pay compensation to the rightful claimant.
4. In the event of death of any person entitled to indemnity under this Section the Company will in respect of the liability towards such person indemnify his heirs in accordance with the Terms, Conditions and Exceptions of this Policy, provided that such heirs shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy in so far as this is applicable.
5. In the event of any accident involving indemnity under this Section to more than one person the Limits of Liability specified in the attached Schedule to this Policy shall apply to the aggregate amount of indemnity due to all persons.
6. The Company will pay all costs and expenses incurred with its prior consent.
7. The Company may arrange for representation of the Insured at any inquest of inquiry in respect of any accident which may be the subject of indemnity under this Section, and undertakes to defend the Insured in any Court of Law in respect of any event which may be the subject of indemnity under this Cover.

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Applicable to Private Motor Vehicles only – attached to and forming part of the Policy. The extended coverage is applicable only if mentioned in the Policy Schedule and limits as specified in the Policy Schedule.	
Oman Extension	The Geographical Area and Jurisdiction as stated in the schedule is extended to include the Sultanate of Oman.
Windows or Windscreen Damage Clause	The Company's maximum repair limit without applying the policy excess or affecting the Insured's no claim discount eligibility is <b>Dhs. 2,000/-</b> . Where the amount being claimed exceeds Dhs. 2,000/- the excess clause will apply and the Insured's no claim discount will be affected for all future renewals.

## SECTION 6: MOTOR INSURANCE

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Loss of Personal Effects Extension	<p>The Company will indemnify the Insured or if the Insured so wishes the owner of the property against loss of or damage to personal effects or clothing whilst such property is in or on the insured motor vehicle and where such loss or damage is occasioned by fire external explosion self ignition lightning burglary theft or collision, provided always that:</p> <p>(a) the liability of the Company hereunder shall be limited to <b>Dhs. 1,000</b> in respect of any one occurrence.</p> <p>(b) the Company shall not be liable in respect of loss of or damage to money, jewelry, stamps, tickets, documents, securities or goods or samples carried in connection with any trade or business.</p> <p>(c) theft of any property carried in an open or convertible vehicle unless in a locked boot or locked glove compartment.</p>
Liability to Family Members Extension (Cover Two - Third Party Liability)	<p>Para 1(a) of COVER TWO – THIRD PARTY LIABILITY is amended to read as follows:  'Death of or bodily injury to any person including the passengers in the vehicle except the Insured or the driver at the time of the accident and the employees of the Insured if they are injured during work hours or as a result of their work; and they are to be considered as passengers whether inside the vehicle or mounting or dismounting from it.</p>
Emergency Medical Expenses Extension (Read as Cover Three – Emergency Medical Expenses)	<p>Under Cover Three: Emergency Medical Expenses, the company will indemnify the Insured for reasonable and necessary medical expenses incurred in connection with any bodily injury by violent accidental external and visible means to the Insured, authorised driver or any passenger in the insured vehicle as the direct and immediate result of an accident to the insured vehicle provided always that the liability of the Company hereunder shall be limited to AED 1,000 in respect of any one person and in total for any one occurrence.</p>
<p>Applicable to Private Motor Vehicles and Commercial Vehicles only – attached to and forming part of the Policy. The extended coverage is applicable only if mentioned in the Policy Schedule and limits as specified in the Policy Schedule.</p>	
Natural Perils, Riot Strike & Civil Commotion Extension (Cover One – Loss Or Damage)	<p>The following shall be deemed to be added to Para 1 of Cover One: Loss or Damage:</p> <p>(f) Flood, storm, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake, or other convulsions of nature.</p> <p>(g) Riot Strike &amp; Civil Commotion, which does not assume the proportions of, or amount to a popular uprising;</p> <p>The words 'strike, riot, civil commotion' shall not apply to any accident, loss, damage or liability directly caused by:</p> <ol style="list-style-type: none"> <li>1. the act of any persons taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance</li> <li>2. the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any act.</li> </ol> <p>If the expenditure incurred by the Company shall include the amount for which the insured is responsible hereunder, such amount shall be repaid by the insured to the Company forthwith.</p> <p>Furthermore General Exception Para 1(b) of this policy is amended to read as:  Accidents which happen directly or indirectly, proximately or remotely occasioned by, contributed</p>

## SECTION 6: MOTOR INSURANCE

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
	<p>to, by or traceable to or arising out of or in connection with invasion, act of foreign enemies, hostilities or warlike operations, whether war be declared or not, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or ionising radiation contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel direct from any of the aforementioned causes.</p>
<p>Jurisdiction Clause</p>	<p>The indemnity under Cover Two: Third Party Liability shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the geographical area of the policy.</p>
<p>Personal Accident Benefit to the person driving plus passengers (as per seating capacity)</p>	<p>It is agreed and acknowledged against payment of additional premium, as thus the company has agreed and acknowledges to pay a compensation in accordance with the table stated here-in-under about death or any physical injuries sustained to person insured/persons insured (whom are mentioned below) during ascending or descending from the vehicle as a result of a severe remarkable accidental incident that leads in an independent manner away from any other reason (exception for medical or surgical treatment needed or injury management) to any of these injuries stated in the table here-in-under during the following three months from date of accident.</p> <p>Compensation (Value in AED)</p> <ol style="list-style-type: none"> <li>1. Death – AED 200,000</li> <li>2. Total irrecoverable loss of sight in both eyes – AED 200,000</li> <li>3. Total loss by physical severance at or above the wrist or ankle of both hands or both feet Or of one hand together with one foot – AED 200,000</li> <li>4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye – AED 200,000</li> <li>5. Total and irrecoverable loss of sight in one eye – AED 100,000</li> <li>6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot – AED 100,000</li> <li>7. Permanent partial disability not mentioned in the table here-in above. The value of compensation will be specified for the person on the basis of percentage for the permanent partial disability approved by medical board multiplied by insurance amount AED 200,000</li> </ol> <p><b>CONDITIONS</b></p> <p>(a) Compensation which the Company is committed to pay will be restricted according to one article only of these articles for article one to six here-in-above mentioned or as per article seven separately or by adding to it either article five or six according to the conditions of any of those person insured as a result of any single accident provided that total Company liability will not exceed for compensation amount AED 200,000 for the person insured during any single duration insured.</p>

## SECTION 6: MOTOR INSURANCE

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
	<p>(b) The Company is not liable to pay any compensation for death or physical injury which occurs either directly or indirectly, totally or partially as a result of the following reasons:</p> <ol style="list-style-type: none"> <li>1. To harm oneself intentionally or by committing suicide or by attempting suicide or physical defect or mental weakness.</li> <li>2. As a consequence of person demanding compensation himself from addiction to drugs or liquor.</li> </ol> <p>(c) Compensation payment should be paid by the approval of person demanding insurance of to the injured person directly or to that one legally represented and the settlement issued from him is considered a final one about the compensation he deserves</p> <p>(d) Number of vehicle passengers should not exceed (as per seating capacity) persons including the driver at time of accident.</p> <p>Subject otherwise to the terms, exceptions and conditions of the Policy.</p>

### WHAT WE DO NOT COVER

#### Applicable to Cover One

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

1. Consequential loss affecting the insured vehicle or decrease in the vehicle's value through usage, impairment or failure or breakdown of mechanical or electrical equipment.
2. Damage resulting from overloading or carriage at any one time of a greater number of passengers than the number for which the vehicle is licensed by the concerned authorities, provided that the over-loading or excess passengers were the cause of the accident which resulted in the loss or damage to the vehicle.
3. Damage to tyres, unless it occurs at the same time as the damage to the insured vehicle.
4. Loss and damage caused to the insured vehicle as a result of the following:
  - (a) use for purpose otherwise than in accordance with the Limitations of Use
  - (b) violation of the law if it involves a criminal act or similar willful act
5. Damage resulting to the motor vehicle from accidents, which occurs while it is being driven by an unlicensed person as in accordance with the Traffic and Roads Act or his driving license has been cancelled by court or competent authorities or as per the traffic laws.
6. Any accident, loss or damage whilst the driver is under the influence of intoxicating drugs and/or alcohol or hallucinating drugs affecting his ability to control the vehicle if it has been proved to the competent authorities or upon the confession of the driver of the vehicle.

### GENERAL EXCEPTIONS

1. This policy does not cover loss or damage or Third Party Liability arising from accidents involving the insured vehicle in the following cases:
  - (a) Accidents which take place outside the Geographical Area specified in this policy.
  - (b) Accidents which happen directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with a flood, storm, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, act of foreign enemies, hostilities or warlike operations, whether war be declared or not, civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel direct with any of the afore mentioned causes.
  - (c) Accidents involving the insured or any driver of a vehicle whilst driving the vehicle outside the public road as per the definition of road as every passage open to public traffic unless otherwise agreed in the insurance policy.
2. This insurance does not cover any liability due to an agreement made by the insured where no liability would arise but for that agreement.

## SECTION 7: ELECTRONIC EQUIPMENT

### WHAT WE COVER

We agree that in the event of physical loss or Damage to any part of the computer installation or Property described in the Schedule from any cause other than those specifically excluded, We will indemnify You in respect of such loss or Damage by payment or at Our option by repair, reinstatement or replacement. Our liability during any one Period of Insurance shall not exceed:

1. In respect of each item, the Sum Insured shown against it in the Schedule.
2. In respect of all loss or Damage, the Total Sum Insured as shown in the Schedule.

### EXTENDED COVERAGE

(The limits provided under the Extended Coverage section form part of the Limit of Liability reflected in the Policy Schedule.)

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Capital Additions	Cover is extended (subject to the limit reflected in the Policy Schedule) to include additions to the installations of like nature (but not appreciation in value) made after the commencement of a Period of Insurance. It being understood that You will declare to Us quarterly, the description, value and time of taking into use of such additions and pay the additional Premium calculated. Amounts so declared shall be added to the Sum Insured by endorsement whereupon the provisions of this clause shall be fully reinstated. One limit of liability is limited to the amount reflected in the Policy Schedule.
Removal of Debris	Costs incurred in the removal of debris of the installation consequent upon loss or Damage insured by this section, Our liability being limited to the amount reflected in the Policy Schedule.
Temporary Repairs &/or Expediting Costs	Costs incurred in consequence of the making of temporary repairs and/or the expediting of the replacement or the repair insured by this section, providing always that such costs are not recoverable under any other insurance in the interest of the insured. Our liability is limited to the amount reflected in the Policy Schedule.
Measures Taken in Avoidance of Impending Loss or Damage	Costs incurred by You in taking reasonable measures to avoid or mitigate impending loss or Damage indemnifiable by this section provided that: <ol style="list-style-type: none"><li>(a) The impending loss or Damage does not stem from any reasonable foreseeable cause and that loss or Damage would be the natural outcome to be expected in the absence of such measures.</li><li>(b) We are satisfied that loss or Damage has been avoided or reduced in consequence of the measures taken.</li></ol> Subject always to the amount recoverable being limited to the amount of loss or Damage avoided or reduced and limited always to the Sum Insured.

### GENERAL WARRANTY

It is warranted that the Agreement shall be kept in force throughout the Period of Insurance and that no variation in the terms of the agreement shall be made without Our written consent having been obtained. Agreement shall mean the instrument (copy of which is lodged with Us) by which you receive maintenance services for the computer installation from the owners of the computer, the supplier or a company supplier.

### LAPTOP WARRANTY

In respect of laptops, organisers and mobile phones, theft or loss from unoccupied, convertible or open-top cars and other unoccupied vehicles is not covered unless all windows, doors, boot, luggage compartment or sun-roof are completely closed and securely locked. It is further warranted that laptops are carried as hand baggage whilst on overseas travel.

## SECTION 7: ELECTRONIC EQUIPMENT

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### WHAT WE DO NOT COVER

This Policy does not cover:

- (a) Any loss or Damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or Damage which is not covered by this insurance, except to the extent that You shall prove that such loss or Damage happened independently of the existence of such abnormal conditions.

In any action suit or proceeding where We allege that by reasons of the provisions of this condition, any loss or Damage is not covered by this insurance, the burden of proving that such loss or Damage is covered shall be upon You.

- (b) Electronic data or the cost of rewriting records as a result of loss of electronic data.
- (c) Loss or Damage recoverable under the agreement.
- (d) The costs of modification or rectification of defects of design material or workmanship, but the insurance shall apply to damage arising from such defects.
- (e) The costs of adjustment or rectification of derangement unless necessitated by damage insured herein.
- (f) Loss or Damage directly caused by theft unless accompanied by violent or forced entry to or exit from the premises.
- (g) Loss or Damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply.
- (h) Excluding any loss and or damage to laptops or other mobile equipment's or valuables, if left unattended or out in the open.

### SPECIAL PROVISIONS

1. The Sum Insured for each item must be equal to its replacement value as new at the time when the accident occurs; that is to say the purchase price of a similar new item increased by the costs of ordinary freight, erection and customs duties and dues. If the Sum Insured is less than the amount required to be insured, Our liability will only be in the proportion existing between the Sum Insured and the replacement value as new.
2.
  - (a) In cases where Damage to an insured item can be repaired, We will pay all expenses necessarily incurred to restore the damaged equipment to its condition immediately before the occurrence of the Damage plus the cost of dismantling and re-erection for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop and customs duties and dues, to the extent that such expenses have been included in the Sum Insured. If any parts are found to be unprocurable, Our liability shall be limited to the manufacture's or suppliers' latest price. No reduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. Any extra charges incurred for overtime, night-work, work on public holidays or express freight are not covered by this insurance. The cost of any alterations, additions, improvements or overhauling undertaken at the time of such repairs and the cost of any provisional repairs and the consequences thereof shall not be recoverable under the Policy.
  - (b) In cases where an insured item is totally destroyed, We shall pay the actual value of the item immediately before the occurrence of the loss including ordinary freight by sea or land, costs of erection and customs duties and dues, to the extent such expenses have been included in the Sum Insured; such actual value to be calculated by deducting proper depreciation from the replacement value of the item. We will also pay any normal charges for the removal of the property destroyed, but the value of any salvage shall be taken into account.
  - (c) All Damage which can be repaired shall, however, be repaired but if the cost of the repairs as detailed herein above equals or exceeds the actual value of the property insured immediately before the occurrence of the Damage then settlement shall be made on the basis provided for in 2. (a) above.

## SECTION 7: ELECTRONIC EQUIPMENT

### ADDITIONAL COVERAGE (Computer Systems Records)

In return for additional Premium, We agree that in the event of physical loss of or Damage to any part of the computer systems records described in the Schedule from any cause other than those specifically excluded while:

- (a) In the Premises.
- (b) In transit.
- (c) At an alternative installation for processing provided loss or Damage has occurred which is or could be the subject of payment under this policy and prevents the use of the installation for processing, We will indemnify You in respect of such loss or Damage by payment or at Our option by repair, reinstatement or replacement.

Our liability during any one Period of Insurance shall not exceed:

1. In respect of each item, the Sum Insured shown against it in the Schedule.
2. In respect of all loss or Damage, the Total Sum Insured.

SCOPE OF COVERAGE	MAXIMUM PROTECTION AND PROVISIONS
Reinstatement of Information	The reinstatement of information within or upon computer systems records may be effected in updated form providing always that the cost thereby incurred does not exceed that of reinstatement in the form existing at the time of the loss or Damage subject to the limit in the Policy Schedule.
Capital Additions	The insurance by this extension extends (subject to the limit in the Policy Schedule) to include additions to the computer systems records (but not appreciation in value) made after the commencement of a Period of Insurance. It being understood that You will declare to Us quarterly the description value and time of taking into Use such additions and pay the additional premium therefore calculated from the time of taking into Use. Amounts so declared shall be added to the Sum Insured by endorsement whereupon the provisions of this capital additions clause shall be fully reinstated.

### GENERAL WARRANTY TO THIS EXTENSION

It is warranted that precautions existing or agreed at the inception of this insurance for safeguarding and retaining such computer systems records and the information contained therein or relating thereto shall be maintained and observed at all times.

### SPECIFIC EXCEPTIONS TO THIS EXTENSION

We shall not be liable in respect of:

1. Loss or distortion of information on computer systems records:
  - (a) While mounted in or on any machine for use or processing unless due to physical loss or Damage which is or could be either the subject of insurance under this policy or is excluded from such insurance solely by the operation of exception (e).
  - (b) Due to defects in any such computer systems records.
2. Corruption of data media or programmes unless directly resulting from physical loss or Damage to Property.
3. Loss or Damage to computer systems records after the expiration of 12 months from the happening of the occurrence unless such is the subject of pending action or arbitration.



## SECTION 8: MACHINERY BREAKDOWN

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### WHAT WE COVER

We will indemnify You against breakdown of any machine at the Premises stated in the Schedule whilst:

- (a) Working or at rest.
- (b) Being dismantled moved or re-erected for the purpose of cleaning, inspection, repair or installation in another position sufficient to prevent the Machine undertaking its normal work and necessitating repair or replacement before work can be resumed.

### CONDITIONS

1. We shall at all reasonable times have the right of access to the premises in which the machine is situated and shall be entitled to delegate a representative to be present at the time of any overhaul or inspection of the machines.
2. We shall be notified of any proposed alterations or additions to an insured item and or any proposed departure from ordinary working conditions and if any such modifications be made or the maximum current of pressure at which an insured item is designed to operate or any lower maximum stipulated by Us in writing be exceeded without Our consent having been obtained then in the event of breakdown, no liability shall attach to Us in respect of such item. If We cannot approve the proposed modification, the insurance may be cancelled and We shall return to You a proportionate part of the Premium corresponding to the unexpired Period of Insurance.
3. We shall not be liable for any loss or damage of which no notice has been received by Us within 30 days of its occurrence.
4. Upon notification of a claim being given to Us, You may proceed with the repair of any minor damage, provided that the carrying out of such repair is without prejudice to any question of liability but in all other cases, Our representative shall have the opportunity of inspecting the damage before any alterations, repairs or replacement are effected. If an inspection by Our representative does not take place within a period of 14 days from the date of the notification of the claim, You shall be entitled to proceed with the repair or replacement. Nothing contained herein shall prevent You from taking such steps as are absolutely necessary to maintain the safe operation of the plant.
5. Our liability under this Policy in respect of any machine sustaining damage for which indemnity is provided shall cease forthwith until such machine shall have been repaired to Our satisfaction:
  - (a) The Sum Insured for each item must be equal to its replacement value as new at the time when the accident occurs that is to say the purchase price of a similar new item increased by the costs of ordinary freight erection and customs duties if any.
  - (b) If the Sum Insured is less than the replacement value as new, Our liability will only be in the proportion existing between the Sum Insured and the replacement value as new.
6. In the event of Breakdown, We may repair, reinstate, replace or pay in cash the amount of the Damage.
  - (a) In cases where Damage to an insured item can be repaired, We will pay all expenses necessarily incurred to restore the damaged machine to its condition immediately before occurrence of the Damage plus the cost of dismantling and re-erection for the purposes of effecting the repairs as well as ordinary freight to and from a repair shop and customs duties, if any, to the extent that such expenses have been included in the Sum Insured. If any parts are found to be unprocurable, Our liability shall be limited to the manufacturer's or supplier's latest price. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. Any extra charges incurred for overtime, night-work, work on public holidays and express freight are not covered by this insurance. The cost of any alterations, additions, improvements or overhauling undertaken at the time of such repairs and the costs of any provisional repairs and the consequences thereof shall not be recoverable under the Policy.
  - (b) In cases where an insured item is totally destroyed, We shall pay the actual value of the item immediately before the occurrence of the loss including ordinary freight by sea or land, costs of erection and customs duties if any, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. We will also pay any normal charges for the removal of the property destroyed.

## SECTION 8: MACHINERY BREAKDOWN

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- (c) All damage which can be repaired shall, however, be repaired but if the cost of the repairs as detailed herein above equals or exceeds the actual value of the property insured immediately before the occurrence of the damage then settlement shall be made on the basis provided for in (d) below.
- (d) The indemnity paid will be equal to the sum so ascertained less the value of any salvage and subject to the application of average if necessary and deduction of the excess.

### OPERATIONS AND MAINTENANCE WARRANTY

Warranted that:

1. Operations of the equipments shall be in compliance with the manufacturer's operating instructions.
2. Equipments shall be maintained regularly as per manufacturer's instructions and log book to that extent be maintained regularly.

### WHAT WE DO NOT COVER

This Policy does not cover:

1. Loss or Damage caused by fire, the extinguishment of a fire, direct lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts of threat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, volcanic eruption or other convulsion of nature, typhoon, hurricane, tornado, cyclone or other similar atmospheric disturbance, escape of water from water containing apparatus or clearance of debris, demolition or dismantling arising from these occurrences (Explosion shall not mean the bursting or disruption of turbines, compressors, engine cylinders, hydraulic cylinders, flywheels or other parts subject to centrifugal force and transformers, switches or oil immersed switchgear).
2. Loss or Damage caused by testing or intentional overloading of any machine or any experiment involving the imposition of abnormal conditions.  
Note: The checking of the correct working of the machine or of safety installations in connection therewith is not considered to be testing or experimenting.
3. Loss of or Damage to foundations, masonry, exchangeable or replaceable parts and attachments such as flexible drives or tools used for cutting, drilling, grinding, polishing or similar purposes or moulds, patterns, pulverising and crushing surfaces, screens and sieves, refractory linings, ropes, belts, chains, elevators and conveyor bands, batteries, tyres, connecting wires and cables, flexible pipes, jointing and packing materials and all parts not made of metal except of the insulation of electrical conductors.
4. Wearing or wearing out of any part of a machine caused by or resulting from ordinary using or working, rust, deposit of boiler scale, corrosion or deterioration due to atmospheric conditions or otherwise or scratching of painted or polished surfaces.
5. Slowly developing deformation, distortion, cracks, fractures, blisters, laminations, flaws, or grooving or making good of defective tube joints or other defective joints or seams unless such defects result in damage otherwise covered by the Policy.
6. Loss or Damage for which the supplier manufacturer or installer is responsible either at law or under contract;
7. loss or damage due to any fault or defect known to You at the time this insurance was arranged and not disclosed to the Company.
8. Loss of use of any machine or consequential loss of any nature whatsoever.
9. Any loss or Damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence directly or indirectly of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that You shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where We allege that by reason of the provision of this Condition any loss or Damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

## SECTION 9: DETERIORATION OF STOCK

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### WHAT WE COVER

Refrigerated stock is covered against Damage at the Premises as a result of deterioration or putrefaction caused by:

1. A change in temperature as a result of:
  - (a) A breakdown of or Damage to the refrigerating plant.
  - (b) Non-operation of any thermostatic or automatic controlling devices pertaining to the refrigerating plant.
  - (c) Accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority provided that We shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.
2. Action of refrigerant fumes escaping from the refrigerating plant.

### WHAT WE DO NOT COVER

We will not be liable for:

1. Damage caused by breakdown of the refrigerating plant unless it is the subject of a manufacturer's guarantee or warranty or a maintenance contract with a competent engineer.
2. Consequential loss, Damage or liability due to or arising from the deterioration or putrefaction of the refrigerated stock.
3. Damage to the refrigerated stock directly caused by flying fragments of the refrigerated plant due to breakdown.
4. Damage to the refrigerated stock caused by a change in temperature attributed to renewal or repair of fuses or of electrical contacts at which arcing occurs in ordinary working or wear and tear, gradual deterioration of the refrigerating plant unless such wear and tear or gradual deterioration shall result in breakdown or Damage.

## SECTION 10: FIDELITY INSURANCE

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### WHAT WE COVER

We will indemnify You against loss of money or goods belonging to or held in trust by You, caused directly by any fraudulent or dishonest act committed during any Period of Insurance by any Employee in connection with his employment with You in the Business after the commencement date applicable to the Employee and discovered not later than twelve months after the termination of:

- (a) The insurance in respect of such Employee.
- (b) This Policy.

Whichever occurs first, for the limits of liability as reflected in the Policy Schedule.

### LIMIT OF LIABILITY

The total amount payable by Us:

- (a) During the continuation of this Policy (irrespective of how many times the Policy has been renewed) and any replacement fidelity insurance issued by Us to You shall not exceed in respect of any one Employee the specific Limit of Liability applying to such Employee at the time the earliest fraudulent or dishonest act was committed by such person.
- (b) Shall not exceed in respect of any one Period of Insurance the aggregate Limit of Liability for all fraudulent or dishonest acts committed during such period.

The following shall be deducted from any amount otherwise payable as indemnity under this Policy:

- (a) Any money of the Employee in Your hands.
- (b) Any money which but for the Employee's dishonesty would have been due to the Employee from You.

We shall share any other recovery (excluding insurance and reinsurance and any counter-security taken by Us) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss.

### WHAT WE DO NOT COVER

We shall not be liable for:

1. Loss in respect of any improper financial gain obtained by any Employee in the form of salaries, fees, commission or other benefits earned in the normal course of employment.
2. Loss of interest or consequential loss of any kind.

## SECTION 11: TRAVEL (BAGGAGE) INSURANCE

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### WHAT WE COVER

If the Property is lost, destroyed or Damaged during the course of the journey whilst on a Business trip, We will indemnify You against any accident or misfortune in accordance with the terms and conditions of this section, subject to the limits reflected in the Policy Schedule.

### WHAT WE WILL PAY FOR

At Our option Property lost, destroyed or damaged will be repaired, replaced or paid for after a deduction for wear, tear and depreciation and less any deductible stated in the Schedule.

### SINGLE ARTICLE LIMIT

Our liability shall not exceed 20% of Sum Insured set for each insured Person shown in the Schedule in respect of any single article or any single matching pair or set of articles (except as otherwise agreed by Us and previously endorsed on to this section in the Policy Schedule).

### WHAT WE DO NOT COVER

We shall not pay for:

1. Any loss, destruction or Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
2. Loss of or destruction or Damage to:
  - (a) Contact corneal cap or micro lenses.
  - (b) Manuscripts or documents of any kind.
  - (c) Traveller's samples.
  - (d) Cash, cheques, travel tickets, passports, stamps, bullion, medals, coins, bonds or securities of any kind.
3. Breakage of or damage to crockery, china, glass, curios, pictures, musical instruments or fragile articles of any kind, unless caused by fire or accident to the vehicle, vessel or aircraft conveying such articles.

## SECTION 12: GROUP PERSONAL ACCIDENT

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### WHAT WE COVER

Should an Insured Person named in the Schedule suffer bodily injury as defined below, We will pay the relevant benefit, as reflected in the Policy Schedule for the death or disablement of such Insured Person provided that:

1. We shall be liable to pay for only one benefit under any or all of death, loss of limbs or sight or Permanent Total Disablement in respect of any one Insured Person and when a benefit under death, loss of limbs or sight or Permanent Total Disablement becomes payable they shall have no further liability in respect of the Insured Person concerned.
2. The amount payable will be reduced by 50% in the event of bodily injury sustained while the Insured Person is engaged in any of the following:
  - (a) Aqualung diving
  - (b) Association football
  - (c) Hunting
  - (d) Water skiing
  - (e) Wrestling
  - (f) Yachting
  - (g) Motor cycling
  - (h) Point-to-point
  - (i) Rugby football
  - (j) Show-jumping
  - (k) Winter sports

### BENEFITS

The benefits provided are shown in the Schedule.

EVENT	COMPENSATION (Being a percentage of the amount shown in the Schedule)
Death	100%
Loss of Sight in Both Eyes	100%
Loss of Sight in One Eye	50%
Loss of Two Hands	100%
Loss of One Hand	50%
Loss of Two Feet	100%
Loss of One Foot	50%

## SECTION 12: GROUP PERSONAL ACCIDENT

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### WHAT WE DO NOT COVER

This section does not cover death or disablement directly or indirectly resulting from:

1. An Insured Person:
  - (a) Committing or attempting to commit suicide or intentionally inflicting self-injury.
  - (b) Flying or taking part in other aerial activities except while travelling in an aircraft as a passenger and not as aircrew.
  - (c) Taking part in mountain or rock climbing, necessitating the use of ropes or guides, potholing, caving, racing of any kind (other than on foot or yachting on inland or territorial waters) or ski-jumping.
2. A cause gradually operating upon the Insured Person, alcoholism or drug addiction of an Insured Person.
3. Any physical or mental defect or infirmity which was known at the time of the occurrence of bodily injury unless it has been declared to and accepted in writing by Us. However, if the period of disablement is prolonged but not directly or indirectly caused by such physical or mental defect or infirmity, We will pay for that period of disablement which would have arisen had the physical or mental defect or infirmity not existed.

### SPECIAL CONDITION (In the event of a claim under this section)

1. You or your legal representatives shall give written notice to Us as soon as possible and at Your own expense furnish to Us all certificates information and evidence which may reasonably be required.
2. The Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at Our expense as often as We require.
3. Reasonable notice shall be given to Us before interment, cremation or the holding of any inquest, enquiry or proceedings concerning the death of an Insured Person.

### AGE RESTRICTIONS

This policy only covers an Insured Person aged between the ages of 18 and 65 years old.

## SECTION 13: GOODS IN TRANSIT

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### WHAT WE COVER

We cover loss or Damage to the subject-matter insured including loss or Damage caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions, or persons acting from a political motive, subject to the limits of liability as reflected in the Policy Schedule.

### WHAT WE DO NOT COVER

In no case shall this insurance cover:

1. Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured.
2. Loss or Damage caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by Your or Your servants).
3. Loss, Damage or expense caused by inherent vice or nature of the subject-matter insured.
4. Loss, Damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.
5. Loss, Damage or expense caused by capture, seizure, arrest, restraint or detainment and the consequence thereof or any attempted threat.
6. Derangement of mechanical, electronic and electrical goods unless caused by an insured peril.
7. Destruction of or Damage to china, glass, earthenware, pictures, scientific instruments, statuary marble or plasterwork unless caused by fire, theft, an accident to the conveyance or an object falling on to the conveyance.
8. Loss of any liquid gas or goods from containers by leakage or spilling unless caused by fire, an accident to the conveyance or an object falling on to the conveyance.
9. Loss, destruction or Damage whilst the Property is temporarily housed more than 7 days in the course of transit for the purpose of storage, making up packing or processing.
10. Theft or pilferage in which any of Your Employees are concerned as principal or accessory.
11. Theft of goods from open vehicles.
12. Loss of or Damage to the subject-matter insured resulting from any variation in temperature other than attributable to breakdown of refrigerating machinery, resulting in its stoppage for a period of not less than 12 consecutive hours and only in transit.
13. Loss, Damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike lockout, labour disturbance, riot and civil commotion.
14. Loss or destruction of or Damage to livestock, explosives, goods of a dangerous nature, tobacco, cigarettes, cigars, wines, spirits, radios, television, tape recorders, furs, watches, clocks, jewellery, gold and silver articles, precious metals and stones, bullion, cash, bank notes, stamps, deeds, bonds, securities, bills of exchange, documents, manuscripts or plans.

### DURATION

This insurance attaches from the time of commencement of loading, continues during the ordinary course of transit and terminates on completion of unloading at final destination or on expiry of 24 hours after arrival at final destination, whichever occurs first.



## SECTION 13: GOODS IN TRANSIT

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### INSURABLE INTEREST

1. In order to recover under this insurance You must have an insurable interest in the subject-matter insured at the time of the loss.
2. Subject to the above, You shall be entitled to recover for insured loss occurring during the period covered by this insurance notwithstanding that the loss occurred before the contract of insurance was concluded, unless You were aware of the loss and We were not.

### BENEFIT OF INSURANCE

This insurance shall not inure to the benefit of the carrier or other bailee.

### DUTY OF ASSURED

It is Your duty and Your servants and agents in respect of loss recoverable hereunder:

- (a) To take such measures as may be reasonable for the purpose of averting or minimising such loss.
- (b) To ensure that all rights against carriers, bailors or other third parties are properly preserved and exercised, and We will, in addition to any loss recoverable hereunder, reimburse You for any charges properly and reasonably incurred in pursuance of these duties.

### WAIVER CLAUSE

Measures taken with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### AVOIDANCE OF DELAY

It is a condition of this insurance that You shall act with reasonable dispatch in all circumstances within Your control.

### NON-CONTRIBUTION CLAUSE

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 Policy be insured by any other existing policy except in respect of any excess beyond the amount which would have been payable under such other policy had this insurance not been effected.

Your agents shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Insurer nor can their personal property be attached on account of any claim by You if You should commence proceedings against the agents, it is hereby declared and stipulated that You shall forfeit thereby all claim upon Insurer under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceeding.

# GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS EXCEPT SECTION 6)

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This Policy does not cover any claim, Loss, Damage, destruction, compensation, liability, cost or expenses of any nature arising out of or in any way connected with the following regardless of whether there is any other contributing cause or event:

1. Damage due to any Property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:
  - (a) Ionising, radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear waste.
  - (b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - (c) Any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.
2. Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
3. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or Usurped power, mutiny, riot, civil commotion, strike, lock-out, labour disturbances, acts of persons operating on behalf of or in connection with any political organisation, popular rising, 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.
4. Confiscation, nationalisation, requisition, commandeering or destruction of or damage to property by order of any government, public, municipal, local or customs authority.
5. Any loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. 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 any act of terrorism. If We allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon 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.
6. We shall not be liable in respect of bodily injury or death resulting from carcinoma and related diseases directly arising from the production, manufacture sale and distribution of tobacco products;
7. Any loss or Damage directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
8. Any claims or losses arising directly or indirectly out of non-ionic radiation including but not limited to electro magnetic fields and/or electro magnetic interference;
9. Any claims or losses arising directly or indirectly from Genetically Modified Organisms. For the purposes of this exclusion, GMO shall mean and include; organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change and shall also mean and include every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change. In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any state, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

## GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS EXCEPT SECTION 6)

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10. Any claims or losses arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant creutzfeld-jakob disease (vCJD).
11. The discharge of smoke, vapours, soot, fumes, acids and alkalis, toxic chemicals, liquids or gas waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water.
12. Loss or Damage during any period in excess of thirty consecutive days during which the Premises are left unoccupied, unless with our written consent. To have been occupied, the Premises must have been used for Business purposes for at least two consecutive days.
13. Damage or liability intentionally caused or incurred by you, a member of your family, or a person acting with your express or implied consent or that of a member of your family.
14. Caused by atmospheric moisture, rust, corrosion, oxidation, scale formation, temperature, action of light, mildew, mould or rot, erosion;
15. The action of animals (including but not limited to birds, moths, termites and other insects or vermin).
16. Subsidence, earth movement or normal structural movement;
17. Faulty materials or workmanship or error in design or latent defect, but this exclusion applies only to the part of the machine or structure which is directly damaged by the faulty materials or workmanship or error in design or latent defect.
18. Spontaneous combustion or spontaneous fermentation, heating or any process involving the application of heat, but this exclusion only applies to the Property which is undergoing the spontaneous fermentation, heating or application of heat.
19. Cleaning, dyeing, change of colour, or any process of alteration to any insured item.
20. Unexplained or inventory shortage, clerical or accounting error or book debts or errors in receiving or paying out if the only proof of loss is revealed by accounting records or inventory stock-take.
21. Scratching of painted or polished surfaces.
22. Wear and tear, wasting or wearing away or wearing out caused by or naturally resulting from ordinary use or working or gradual deterioration, depreciation, moths, vermin, insects, mildew, rust, inherent defect and/or workmanship.
23. Electrical or mechanical breakdown or derangement or scratching of lenses or glass unless the loss is accompanied by other damage for which this section provides indemnity.
24. Loss, Damage or expense attributable to Your wilful act or misconduct or due to Your gross negligence.
25. Property, more specifically insured.
26. Consequential loss of any kind including loss of use and loss of contracts.
27. Fines, penalties, punitive or exemplary Damages.
28. Exclusion for unexplained loss or mysterious disappearance of property including but not limited to machinery, stock, contents and electronic equipment.

# GENERAL CONDITIONS (NOT APPLICABLE TO SECTION 6)

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## YOUR OBLIGATIONS

You are to:

- (a) Take all reasonable precautions to avoid or minimise loss, damage, disablement or liability.
- (b) Maintain all Business premises, fittings, appliances and equipment in sound condition.
- (c) Comply with all statutory obligations, by-laws and regulations imposed by any public authority, for the safety of persons or Property.
- (d) Obtain certificates of inspection for all equipment required by any statute or regulation to be so certified.

## CONTRIBUTION

If, at the time of any loss, Damage, liability or Injury, there is any other existing insurance, whether effected by You or by any other person or persons covering the same property, We will not be liable to pay or contribute more than Our rateable proportion of such loss, Damage or liability. This condition does not apply to Section 12: Personal Accident.

## MISREPRESENTATION AND NON-DISCLOSURE

If:

- (a) You failed to disclose any matter which You were under a duty to disclose to Us, or
- (b) You made a misrepresentation to Us before the contract of insurance was entered into, and as a consequence, We would not have entered into the contract for the same premium and on the same terms and conditions expressed in this Policy, then Our liability in respect of any claim shall be reduced to an amount to place Us in the same position in which We would have been placed if the failure to disclose had not occurred or the misrepresentation had not been made. If the non-disclosure or misrepresentation was fraudulent, We may avoid this Policy.

## ALTERATION

Unless Our written consent is obtained, We will not cover loss, Damage or liability caused or contributed to by any alteration after the commencement of this Policy:

- (a) In the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting the Building insured or containing the property insured is changed in such a way as to increase the risk of Damage or the likelihood of liability losses.
- (b) Whereby Your interest ceases by will or operation of law.
- (c) Whereby the Business is wound up or carried on by an insolvency practitioner or permanently discontinued.

If You alter the risk in any of these ways, We may cancel Your Policy.

## PREMIUM ADJUSTMENT

If any part of the premium is based on estimates provided by You, then You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such records. You shall, within one month after the expiry of each period of insurance, provide such information as We may require. The premium shall then be adjusted and the difference paid by or allowed to You.

## CANCELLATION

- (a) You may cancel this Policy at any time by giving 30 days' notice in writing to Us at the address shown in the schedule. In such an event the company will return the premium paid less the pro-rata portion thereof for the period the policy has been in force, provided that no claim has been made in the then current period of insurance.

## GENERAL CONDITIONS (NOT APPLICABLE TO SECTION 6)

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(b) We may cancel this Policy by giving you a written notice to that effect where you have:

- Failed to comply with the duty of utmost good faith.
- Failed to comply with the duty of disclosure at the time when the Policy was entered into.
- Made a misrepresentation to Us during the negotiations for the Policy before We entered into the Policy.
- Failed to comply with a provision of the Policy.
- Failed to pay the premium or failed to pay any installments for longer than one month.
- Made a fraudulent claim under this Policy or any other Policy of insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which this Policy of insurance provides insurance cover.
- Failed to notify Us of any specific act or omission where such notification is required under the terms of this Policy.

(c) When We cancel the Policy, We will give written notice of 30 days. In such an event the company will return the premium paid less the pro-rata portion thereof for the period the policy has been in force, provided that no claim has been made in the then current period of insurance.

### OTHER INSURANCE

You shall notify Us in writing of any insurance or insurances already effected or which may be subsequently effected covering, whether in whole or in part, the property hereby insured.

### CHANGES IN POLICY

No change in this Policy will be valid unless agreed in writing by Us nor shall the requirements of any section be deemed to be waived unless We agree in writing.

### TRANSFER OF INTEREST

No interest in this Policy can be transferred without our written consent.

### LAW APPLICABLE

Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of the Policy shall be governed and construed with the laws of the United Arab Emirates and shall be resolved within the non-exclusive jurisdiction of the courts of the United Arab Emirates.

### COMPLIANCE WITH POLICY TERMS

Our liability will be conditional upon you complying with the terms of this Policy.

### ARBITRATOR

All differences arising out of the Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been appointed in writing by the Arbitrators. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an Award shall be a condition precedent to any right of action against the Company.

### AVERAGE

Whenever a Sum Insured is declared to be subject to average, if the property covered thereby shall at the time of loss or Damage be collectively of greater value than such sum insured, then You shall be considered as being the insured's own insurer for the difference and shall bear a rateable share of the loss or Damage accordingly.

## GENERAL CONDITIONS (APPLICABLE TO SECTION 6)

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1. The policy and the schedule shall be considered as one contract and any word or expression to which a specific meaning has been attached in any part of this policy and schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this policy shall be delivered to the company in writing.
3. The insured shall take all reasonable steps to safeguard the insured vehicle from loss or damage and to maintain the insured vehicle in a roadworthy condition. The company shall have at all times the right of free and full access to examine such vehicle or any part thereof. In the event of any accident or breakdown such vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if such vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such vehicle shall be excluded from the scope of indemnity granted by this policy.
4. The insured shall remain throughout the validity of this policy the sole and absolute owner of the vehicle and shall not make any agreement to let out upon hire the insured vehicle or enter into any agreement restricting his absolute control and possession of the insured vehicle without the written permission of the company having first been obtained.
5. In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall give immediate notice to the Company, with all relevant information. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured has knowledge of any impending prosecution or investigation into a fatal accident in connection with any such occurrence; in case of theft or other criminal act which may give rise to a claim under this Policy, the Insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender.
6. No admission offer, promise or payment shall be made by or on behalf of the insured without the written consent of the company which shall be entitled, if it so desires, to take over and conduct in the name of the insured the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity to damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give such information and assistance as the company may require.
7. At any time after the happening of any event giving rise to a claim or series of claims under Clause 1(b) of Cover Two of this policy, the company may pay to the insured the full amount of the company's liability under the above mentioned clause and relinquish the conduct of any defense, settlement or proceedings and the company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the company in connection with such defense, settlement or proceedings, or of the company relinquishing such conduct. Also, the company shall not be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the company shall have relinquished such conduct.
8. (a) The company may cancel Cover One of the policy conditional to a serious reason by sending thirty days notice by registered letter to the insured at his last known address and to keep The Ministry of Economy informed of the reason for Cancellation. In such an event the company will return the premium paid less the pro-rata portion thereof for the period the policy has been in force or the insured may cancel Section One with seven days written notice by registered letter and provided no claim has arisen during the current period of insurance, the insured shall be entitled to a return of premium at the company short period rates.  
  
(b) Neither the company nor the insured has the right to cancel Cover Two of this policy during its period of validity as long as the vehicle's license is valid. In case the policy is cancelled before its expiry date because of cancellation of the vehicle's permit, or presentation of a new policy due to change in details of the vehicle or transfer of its ownership, the insurance company will refund to the insured the paid premiums less the short period premium due, provided no other claim has arisen during the validity of the policy. The company shall pay to the insured, in all cases of cancellation, the balance premium due prior to expiry of notice period.

The company shall pay to the insured, in all cases of cancellation, the refund premium due prior to the expiry of the termination period.

9. If at the time when any claim arises under this policy there be any other insurance covering the same loss, damage or liability, the company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage or compensation or cost or expenses.

## GENERAL CONDITIONS (APPLICABLE TO SECTION 6)

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10. The due observance and fulfillment of the Terms and Conditions of this policy insofar as they relate to anything to be done or not to be done by the insured and the truth of all statements and declarations expressed by the insured in the Proposal shall be conditions precedent to any liability of the company to make any payment under the policy.

Furthermore any notice of claim is to be fully in accordance with the requirements of Clauses 2 and 5 of the General Conditions of this policy

11. The company may claim back on the insured and/or the driver of the vehicle at the time of accident, the value of what has been paid as compensation by the company in the following cases:

- (a) If it is proved that the insurance contract has been made on the basis of false statements by the insured or if he has concealed relevant information which affects the acceptance of this insurance by the company or otherwise affects the premium or the Terms of this policy.
- (b) Using the vehicle for other purposes than stipulated in the policy or exceeding the permitted number of passengers, overloading more than the permitted limit, or the load not stowed correctly, or exceeding the dimensions of width or length or height permitted.
- (c) If the driver disobeys the law involving a criminal act or felony.
- (d) If the driver of the vehicle, whether the insured or a person driving with his permission has no driving license for the type of the vehicle involved as per the Traffic and Roads Act and its regulations or an order, been delivered to cancel the license provided to him by the court or the competent authority or as per the traffic regulations.
- (e) If it is proved that the accident, death or bodily injury has resulted from an intentional act by the insured.
- (f) If it is proved to any of the competent authorities or upon the admission of the driver of the vehicle that the accident occurred as a result of the vehicle being driven by the insured or any other person driving with his consent under the influence of drugs and/or alcohol or hallucinating drugs affecting his ability to control the vehicle.

The right of recourse for the company under this General Condition as well as the Terms and Conditions of this policy, will not affect the rights of Third Parties towards the insured.

12. Nothing in this policy or any endorsement on it will affect the rights of any person entitled to compensation by virtue of this policy, or any other person's right to recover any due amount by virtue of the law.

13. Any claim under this policy shall be time barred if not submitted to the company within three years from the date of accident: even if the insured had knowledge of such accident or event, no claim will be accepted.

14. It is possible that the company and the insured by virtue of additional endorsements attached to this policy and within the limits of its provisions and conditions, agree that the company will cover other damages and injuries which are not mentioned in this policy especially the following:

- (a) Insurance against accidents which may occur to the insured or his family and the driver at the time of the accident and persons working for the insured, including the medical expenses due to bodily injury to any one of them.
- (b) Insurance against damage of property owned by the insured or the driver at the time of the accident, or whatever is under their custody and control.

15. Any disputes arising out of this policy fall within the jurisdiction of United Arab Emirates Courts.

## **Dubai**

2nd Floor, Office Court, Oud Metha Road  
PO Box 28648, Dubai  
Tel +971 4 302 9800  
Fax +971 4 334 8861  
Email [rsauae@ae.rsagroup.com](mailto:rsauae@ae.rsagroup.com)

## **Abu Dhabi**

Suite 2, Habib Bank Building, Hamdan Street  
PO Box 646, Abu Dhabi  
Tel +971 2 635 1800  
Fax +971 2 635 1808  
Email [rsaad@ae.rsagroup.com](mailto:rsaad@ae.rsagroup.com)

## **Sharjah**

Suite 701, Al Mubarak Centre, Al Arouba Street  
PO Box 3761, Sharjah  
Tel +971 6 563 1819  
Fax +971 6 563 1850  
Email [rsashj@ae.rsagroup.com](mailto:rsashj@ae.rsagroup.com)

[www.rsagroup.ae](http://www.rsagroup.ae)

Visit us on Facebook:



## **Contact**

