

THIRD-PARTY LIABILITY
ATTACHED CONDITIONS AND CLAUSES
POLICY NO. P/01/TPL/2023/00006

Clauses and Conditions

1 Liability arising out of Fire and Explosion

It is hereby agreed and understood that otherwise subject to the terms, exclusions and conditions contained in the Policy or endorsed thereon, this Policy shall be deemed to include Insured's legal liability arising from loss and/or damage and/or bodily injury due to Fire and Explosion provided always that such fire or explosion shall be originated in the premises covered due to a negligent act of the insured and/or any person in the immediate service of the Insured.

2 Principals existing and/or surrounding property – Limit AED.500,000/- any one occurrence.

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section A of this insurance shall be extended to cover loss of or damage to the Principal's existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured separately under Construction/Erection policy.

The Insurers will only indemnify the Insured for loss of or damage to the insured property provided prior to the commencement of construction its condition is sound and the necessary safety measures have been taken. In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers will only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users. Loss of or damage to the structures shall only be covered if prior to the commencement of the works their condition is found to be satisfactory and/or the necessary safety measures have been taken. The Insured shall produce together with the Insurers a report stating the condition of the structures before the beginning of the works.

The Insurers will not indemnify the Insured for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution.
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.
- loss or damage attributable to errors or omissions in the designing of the works;
- loss or damage consisting in cracks that impair neither the stability of the structure nor the safety of its users.
- Should further safety measures become necessary during construction, the expenses incurred for such measures shall not be indemnifiable under the Policy. Structures for which this Endorsement is applicable: Principal's

Surrounding Property

Sublimit as stated in the schedule of the policy.

3 Property under care custody and control – Limit AED.500,000/- any one occurrence.

It is hereby understood and agreed that this Policy covers Insured's legal liability in respect of property in the care, custody or control of the Insured but excluding liability arising out of visitors and employees personal effects, car park operations and valet parking services.

This extension shall not apply to cash and valuable items or commodities and that such item shall be deemed to be

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separately insured.

Subject to sublimit as specified in the schedule of the policy.

4 **Cross Liability Clause**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon the cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Company shall not indemnify the Insured under this Endorsement in respect of liability for - fatal or non fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employer's liability insurance. The Company's total liability in respect of the insured parties shall not however exceed the limit of indemnity stated in the Schedule.

5 **Landlord's Liability Clause**

Subject otherwise to same terms conditions and limitations of the within mentioned policy it is hereby understood and agreed that the insurance by this policy extends to include the Legal liability of the Insured as Landlord of the premises mentioned in the schedule by reason of damage or destruction by fire for which the Insured is liable to the tenants and other third parties.

6 **Liability arising out of Use of Lifts or elevators, Hoists or Cranes**

It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance covers liability in connection with or arising from lifts, hoists, cranes or elevator or other lifting machinery operated or maintained by the insured whilst being used in the business at the premises covered under the Policy, provided that the Company shall not be liable in respect of injury or damage caused whilst any lifting machinery is carrying a load in excess of the capacity specified by the manufacturer.

7 **Designated premises risk clause**

This insurance applies only to "bodily injury", "property damage", "personal injury" arising out of the ownership, maintenance or use of the premises and operations necessary or incidental to those premises owned or occupied and incorporated under the within mentioned policy only.

8 **PCA 94 wording excluding Product Liability.**

Public & Products Liability Insurance

1. OPERATIVE CLAUSE

The Underwriters will indemnify the Assured against their liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless the Assured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover, which offer and acceptance must be signified by specific endorsement to this Policy.

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The indemnity applies only to such liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, Conditions and Exclusions of such Section and of the Policy as a whole.

For the purpose of determining the indemnity granted

- 1.1 "Injury" means death bodily injury illness or disease of or to any person;
- 1.2 "Damage" means loss of possession or control of or actual damage to tangible property;
- 1.3 "Pollution" means pollution or contamination of the atmosphere or of any water land or other tangible property;
- 1.4 "Product" means any property after it has left the custody or control of the Assured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Assured, but shall not include food or drink supplied by or on behalf of the Assured primarily to the Assured's employees as a staff benefit.

2. INDEMNITY TO OTHERS

The indemnity granted extends to

- 2.1 at the request of the Assured, any party who enters into an agreement with the Assured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity and subject always to Clauses 7.3.3. and 12.3;
- 2.2 officials of the Assured, in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Assured's employees;
- 2.3 at the request of the Assured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Assured;
- 2.4 the officers, committee and members of the Assured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- 2.5 the personal representatives of the estate of any person indemnified by reason of this Clause 2 in respect of liability incurred by such person;

provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Assured.

3. CROSS LIABILITIES

Each person or party specified as the Assured in the Schedule is separately indemnified in respect of claims made against any of them by any other, subject to Underwriters' total liability not exceeding the stated Indemnity Limits.

4. DEFENCE COSTS

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The Underwriters will pay all costs fees and expenses incurred by the Assured with Underwriters' prior consent ("Defence Costs")

4.1 in the investigation, defence or settlement of;

4.2 as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to;

any occurrence which forms or could form the subject of indemnity by this Policy.

5. INDEMNITY LIMITS

Underwriters' liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause, but under Section B and Section C the Indemnity Limits represent Underwriters' total liability in respect of all occurrences.

Defence Costs will be payable in addition to the Indemnity Limits unless this Policy is endorsed to the contrary.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this Policy, each Section shall be subject to its own indemnity Limit, provided always that the total amount of Underwriters' liability shall not exceed the greatest Indemnity Limit available under any one of the Sections providing indemnity.

SECTION A - PUBLIC LIABILITY

6. SECTION A - INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability arising out of

6.1 Pollution;

6.2 or in connection with any Product.

7. SECTION A - EXCLUSIONS

This Section does not cover liability

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- 7.1. arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Assured, other than liability
- 7.1.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- 7.1.2 arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;
- 7.1.3 for Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load thereon;
- 7.1.4 arising out of any motor vehicle or trailer temporarily in the Assured's custody or control for the purpose of parking;

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

- 7.2 arising out of the ownership possession or use by or on behalf of the Assured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);
- 7.3 for and/or arising out of Damage to property owned leased or hired or under hire purchase or on loan to the Assured or otherwise in the Assured's care, custody or control other than

- 7.3.1 premises (or the contents thereof) temporarily occupied by the Assured for work therein (but no indemnity is granted for Damage to that part of the property on which the Assured is working and which arises out of such work);
- 7.3.2 clothing and personal effects belonging to employees and visitors of the Assured;
- 7.3.3. premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement.

SECTION B - POLLUTION LIABILITY

8. SECTION B - INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring in its entirety during the Period of Insurance and arising out of Pollution, but only to the extent that the Assured can demonstrate that such Pollution

- 8.1 was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;
- 8.2 was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution.

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9. SECTION B - EXCLUSIONS

This Section is subject to the Exclusions to Section A7 and C11, and also does not cover liability for and/or arising out of

9.1 Damage to premises presently or at any time previously owned or tenanted by the Assured;

9.2 Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Assured or otherwise in the Assured's care, custody or control.

SECTION C - PRODUCTS LIABILITY - Not Covered

10. SECTION C - INDEMNITY

The Assured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but only against liability arising out of or in connection with any Product and not against liability arising out of Pollution

11. SECTION C - EXCLUSIONS

This Section does not cover liability

11.1 for and/or arising out of Damage to any Product or part thereof;

11.2 for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and /or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

11.3. arising out of the recall of any Product or part thereof;

11.4. arising out of any Product or part thereof which with the Assured's knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft.

12. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not cover liability

12.1 arising out of the deliberate, conscious or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent Injury of Damage;

12.2 for and/or arising out of Injury to any person under a contract of employment or apprenticeship with or the provision of labour only services to the Assured where such Injury arises out of the execution of such contract;

12.3 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;

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12.4 directly or indirectly occasioned by, happening through or in 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;

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

12.5.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

12.5.2 the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

12.6 for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause;

12.7 which forms the subject of insurance by any other policy and this Policy shall not be drawn into contribution with such other insurance;

12.8 for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.

13. GENERAL CONDITIONS

(Conditions 13.1 to 13.4 are precedent to Underwriters' liability to provide indemnity under this Policy).

13.1 The Assured shall give written notice to the Underwriters as soon as reasonably practicable of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received by the Assured.

13.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Assured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any claim or to prosecute in the name of the Assured to their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require.

13.3 The Assured shall give notice as soon as reasonably practicable of any fact or event which materially changes the information supplied to Underwriters at the time when this Policy was effected and Underwriters may amend the terms of this Policy according to the materiality of the change.

13.4 Where the premium is provisionally based on the Assured's estimates, the Assured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as Underwriters require. The premium shall then be adjusted and any difference paid by or allowed to the Assured as the case may be subject to any minimum premium that may apply.

13.5 The Underwriters may at any time pay to the Assured in connection with any claim or series of claims under

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this Policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Indemnity Limit is stated to be inclusive of Defence Costs).

Provided that if Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Indemnity Limit and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Indemnity Limit under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their prior consent.

13.6 Any dispute concerning the interpretation of this Policy and/or Schedule will be determined in accordance with the Law of England.

The Assured and Underwriters submit to the exclusive jurisdiction of any court of competent jurisdiction within England and agree to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

13.7 Any phrase or word in this Policy will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

13.8 The Underwriters may cancel this Policy by giving sixty days notice in writing of such cancellation to the Assured's last known address.

13.9 If any claim under this Policy is in any respect fraudulent all benefit under the Policy shall be forfeited.

9 **Trigger: Occurrence basis**

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Exclusions

- 1 **Property being worked upon / contract works and materials and/or renovations and/or fit out works and/or collision liability and/or damage to vehicles while driven on its own power and being worked upon**
- 2 **Excluding Non-performance and/or Non-completion of Contracts**
- 3 **Excluding Failure to perform and/or inefficacy**
- 4 **Excluding Workmen's Compensation and/or Employer's Liability**
- 5 **Excluding Medical Malpractice and/or Medical Negligence**
- 6 **Excluding Automobile liability and/or Car Parking Liability and/or Valet Parking Liability**
- 7 **Excluding Marine and/or Offshore Risks**
- 8 **Electromagnetic Field Exclusion**

The Company shall not be liable under this policy in respect of:

Any Injury by or resulting from:

Nuclear Weapon or Material, Ionizing, Radiations or Contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

E.M.F.

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

G.M.O.

Any claims or losses arising directly or indirectly from Genetically Modified Organisms (GMO's).

For the purpose of this exclusion, GMOs 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

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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.

- 9 **Excluding Libel, Slander and Defamation**
- 10 **Excluding equipment being tested, certified in the premises**
- 11 **Cyber Incident Exclusion Clause**

It is hereby understood and agreed that:

The policy excludes losses of any kind directly or indirectly caused by, arising from, or consisting of, in whole or in part:

- a. the use or misuse of the internet or similar facility;
- b. any electronic transmission of data or other information;
- c. any computer virus or similar problem;
- d. the use or misuse of any internet address, website or similar facility;
- e. any data or other information posted on website or similar facility;
- f. any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by an earthquake, a fire, a flood, or a storm)
- g. the functioning or malfunctioning of the internet or similar facility, or of any internet address, website or similar facility (unless such loss or damage is caused by an earthquake, a fire, a flood, or a storm); Or
- h. any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark copyright or patent)

Furthermore, it is hereby understood and agreed that the insurer shall not be liable for claims arising out of, directly or indirectly, based upon or attributable to the hacking to a computer system.

For the purpose of this endorsement, the following definitions apply:

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1. Hacking means:

- a) a third party's access to a computer system, without authorization or exceeding authorization.
- b) a third party's use of a computer system, without authorization or exceeding authorization.

2. Computer System means any computer, personal computer, data processing equipment, media (libraries) or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, all input/output/processing facilities, real-time clock system, or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, which are owned, leased or operated by the Assured.

All other terms and conditions of the policy shall remain unchanged

12 **Cyber Attack Exclusion Clause IUA 09-081**

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1. The use or operation of any Computer System or Computer Network;
 - 2.2. The reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3. Access to, processing, transmission, storage or use of any Data;
 - 2.4. Inability to access, process, transmit, store or use any Data;
 - 2.5. Any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6. Any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.
6. When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

13 **Communicable disease exclusion LMA 5396**

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1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

14 **Excluding Contractual Liability**

15 **Excluding Directors/Officers Liability**

Any insured in their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee

16 **Excluding Fines / Penalty / Punitive and Exemplary Damages**

It is hereby declared and agreed that punitive or exemplary damages, fines, penalties, liquidated damages or the return or withdrawal of professional fees or any other damages resulting from the multiplication of compensatory damages are totally excluded.

17 **Excluding Pollution and Contamination Absolutely**

1. This insurance shall not cover any loss or damage due to Seepage, contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or damage arises as a direct consequence of
 - a) the perils
 - Fire, Lightning, Explosion, Impact of Aircraft
 - Vehicle Impact, Sonic Boom
 - Accidental escape of water or extinguishing agent from any tank apparatus or pipe

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- Riot, Civil Commotion, Malicious Damage
- Storm, Hail
- Flood, Inundation
- Earthquake
- Landslide, Subsidence
- Pressure of Snow, Avalanche
- Volcanic Eruption

Or

- b) a physical damage of the type insured by the original policy which occurred on the insured premises.
3. If a peril not excluded from the original policy arises directly from pollution and/or contamination any loss or damage arising directly from that peril shall be covered.
4. All other terms and conditions of the insurance treaty shall be unaltered and especially the exclusions shall not be superseded by this clause.

18 **Excluding Product Liability / Warranty / Guarantee / Recall /Completed Operation**

This Policy shall not indemnify the Assured against:

1. liability arising directly or indirectly out of the failure of a Product or any part thereof to fulfil the purpose for which it was intended or to perform as specified warranted or guaranteed
2. liability arising directly or indirectly out of recalling removing repairing replacing reinstating or the cost of or reduction in value of any Product supplied installed or erected by the Insured if such liability arises from any defect therein or the harmful nature or unsuitability thereof

19 **Excluding Professional Indemnity and/or Professional Liability**

It is agreed that no coverages under this policy apply to any damages arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the insured or any person for whom the insured is legally responsible

20 **Excluding Pure Financial Losses without Bodily Injury/Property Damage**

Notwithstanding anything contained in this policy to the contrary, it is declared that this policy shall not apply to any liability arising out of financial monetary loss that is not a direct result of physical damage to property of a third party or bodily injury of the third party

21 **Information Technology Clarification Clause/Cyber Clause**

IT Clarification Agreement

Property Damage covered under this Agreement shall mean physical damage to the substance of property

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

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or a deformation of the original structure.

Consequently the following are excluded from this Agreement.

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

B. Loss or damage resulting from an impairment in the function, availability range of use or accessibility of data software or computer programs and any business interruption losses resulting from such loss or damage. Subject otherwise to the same terms, conditions and limitations of the policy.

22 Nuclear Energy Risks Exclusion Clause

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

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

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

Except as undernoted, Nuclear Energy Risks shall not include:

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

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

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However, the above exemption shall not extend to:-

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

Definitions

"Nuclear Material" means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) **Radioactive Products or Waste.**

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

"Nuclear Installation" means:

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

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

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

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

"High Radioactivity Zone or Area" means:

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

23 Political Risks Exclusion Clause.

Notwithstanding anything contained herein to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
2. Mutiny, popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, or
3. Civil commotion assuming the proportion of or amounting to a popular rising; or
4. Any act (whether on behalf of any organization, body, person or group of persons) in protest against any state of government, authority with force, or any provincial, local or tribal authority with force, calculated or directed to overthrow any state or government, authority with force, or any provincial, local or tribal authority with force, by means of fear, terrorism or violence or use of force or and/or the threat thereof; or
5. Losses in any way caused or contributed to by an act of terrorism involving the use or release or the threat of any nuclear weapon or device or chemical or biological agent; or
6. Loss, damage, cost or expense directly or indirectly arising out of biological or chemical contamination or missiles, bombs, grenades, explosives or any ammunition; or
7. Conspiracy, confiscation. Commandeering or nationalization or requisition or destruction of or damage to property by or under the order of any de jure or de facto government or by public or local authority; or
8. Looting or pillage or theft or burglary in connection with any act referred to in this clause; or
9. Consequential losses or damages arising from any act referred to in this clause; or
10. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in this clause; or
11. malicious damage in furtherance to any act referred to in this clause; or
12. any act of terrorism

For the purpose of this clause an act of terrorism means act act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or ethnic purposes or reasons including but not limited to:

1. the intention to influence or affect the conduct of any government (de jure or de facto) and/or
2. to put the public, or any section of the public in fear; and/or
3. to commit violence or threaten violence against one or more persons (whether legal or natural); and/or

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4. damaging tangible or intangible property; and/or
5. endangering life; and/or
6. creating a risk to the health or safety of the public or a section of the public and/or
7. an act designed to interfere with or disrupt an electronic system

For the purpose of this clause contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Contract the burden of proving the contrary shall be upon the Insured.

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

24 **Sanction Limitation and Exclusion Clause**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Germany or United States of America.

25 **Terrorism and Sabotage Exclusion Clause**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any liability of whatsoever nature arising from 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. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This 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 the insurers 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.

26 **Total Asbestos/Emerging Risk Exclusion**

The Company shall not be liable under this policy in respect of: Any injury by or resulting from Nuclear Weapon or Material, Ionizing, Radiations or Contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

E.M.F. 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.

G.M.O. Any claims or losses arising directly or indirectly from Genetically Modified Organisms (GMO's).

For the purpose of this exclusion, GMO's shall mean and include :

organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from

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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.

T.S.E. 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)

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

27 **War and Civil War Exclusion**

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

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28 **Excluding Aviation Liability/Airside Liability/Airport Liability/Aircraft Liability**

29 **Excluding Liability for Alternative Accommodation or Loss of Rent / Emergency Accommodation**

30 **Excluding Project that can be covered under CAR/EAR policy**

31 **Excluding Decennial Liability and/or Environmental Impairment Liability**

32 **Excluding Fiduciary liability**

33 **Excluding Liability arising out of Fraudulent Acts / Dishonesty of the employees.**

34 **Industries Seepage, Pollution and Contamination Exclusion Clause**

This Policy does not cover any liability for: 1. Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided also that this paragraph shall not apply to loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise

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under this Policy indemnifiable sudden, unintended and unexpected happening. 2. The cost of removing, nullifying or cleaning-up seepage, pollution and contamination substances unless the seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended and unexpected happening. 3. Fines, penalties, punitive or exemplary damages.

35 **Radioactive Contamination, Chemical, Biological, Bio chemical and Electromagnetic Weapons Exclusion Clause**

This Insurance does not cover loss, damage cost or expense of whatsoever nature directly caused by, resulting from or in connection with the following:

1. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. The radioactive toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes, are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes on the insured premises. This inclusion shall not apply to property, facilities or plants coming under the scope of application of Nuclear Energy Risks Exclusions Clause 1994
5. Any chemical, biological, bio-chemical or electromagnetic weapon.

(following CL370 Institute of London Underwriters)

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Warranty

- 1 **Warranted No known or reported losses for the last three years and as on 01.02.2023.**
- 2 **Premium Payment Warranty – upfront**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non-payment of premium only the following clause will apply.

The Insured undertakes that premium will be paid in full to Insurers within inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to Insurers by the inception of this contract (and, in respect of installment premiums, by the date they are due) Insurers shall have the right to cancel this contract by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full contract premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that Insurers shall give not less than 30 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.



Approved By

DATE 2/1/2023



Approved By

FOR NATIONAL GENERAL INSURANCE CO.(P.J.S.C.)