



## **CLAUSES ATTACHING TO AND FORMING PART OF POLICY NO. LI9124000637**

### **COSTS INCLUSIVE CLAUSE**

Notwithstanding anything contained in the Policy or endorsed thereon to the contrary, it is hereby declared and agreed that the Company will Indemnify the Insured in respect of all costs and expenses incurred with the written consent of company in the investigation, defence or settlement of any claim or circumstance however such costs and expenses are included within ( and are not in addition to) the Indemnity Limits stated in the Policy Schedule

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

### **DEFENCE COSTS CLAUSE**

The Insurers will pay all costs, fees and expenses incurred with their prior consent in the investigation defense or settlement of any claim made against the Insured and the costs of representations at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by this Policy. Such costs, fees and expenses are called "Defense Costs".

Insurer's total liability to pay compensation, claimants' costs, fees and expenses and Defense costs shall not exceed Indemnity Limits stated in the Schedule.

### **TENANT'S LIABILITY CLAUSE**

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover the Insured's legal liability for the claims made against the Insured for accidental bodily injury of and/ or accidental property damage to any third party caused by fire to the buildings leased.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

### **CANCELLATION CLAUSE**

This policy may be cancelled by the Company at any time during the currency of the insurance by giving 30 days' notice in writing to the Insured at his last known address in which case the Company agrees to refund to the Insured the unexpired portion of the premium calculated on a pro-rata basis.

This Policy may also be cancelled by the Insured at any time during the currency of the insurance by giving 30 days' notice in writing to the Company in which case the Company will retain the customary short period rate for the time the Policy has been in force

### **INCLUDING SUDDEN AND ACCIDENTAL POLLUTION**

This insurance excludes all liability in respect of pollution or contamination other than caused by a sudden, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination, which arises out of one incident, shall be deemed to have happened at the time such incident takes place.

The liability of the company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed the sum stated in the schedule as the Limit of Indemnity for any one occurrence.





For the purpose of this endorsement “Pollution or Contamination” shall be deemed to be as:  
All pollution or contamination of buildings or other structures on water or land or the atmosphere and  
All loss or damage or injury directly or indirectly caused by such pollution or contamination.

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

### **FIRST AID TREATMENT CLAUSE**

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover the Insured for reasonable costs or expenses of first aid treatment given or administered by the Insured to a third party injured at the premises upon an occurrence falling within the scope of this Policy.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

### **INDEMNITY TO PRINCIPAL CLAUSE**

Where any contract or agreement entered into by the Insured with any Principal for the execution of work on behalf of the Principal so requires the Insurers will

- a) Indemnify the Insured in the terms of this Policy against liability assumed by the Insured by virtue of such contract or agreement or
- b) Indemnify the Principal in respect of any injuries suffered by an employee of the Insured indemnified under the terms of this policy in respect of Principals Liability arising from the performance of such contract or agreement

The Insurers shall not be liable for

- i) Any injury arising out of or in connection with the exercise by any person having professional qualifications on the staff of the Principal of his professional skill whether by way of advice or otherwise

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

### **LOADING AND UNLOADING OF VEHICLES CLAUSE**

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover the Insured's liability for the claims arising from the loading and unloading of the Insured's vehicles in connection with the business at the specified premises.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

### **FIRE & EXPLOSION EXTENSION CLAUSE**

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover the Insured's liability for claims made against the insured for accidents bodily injury of and / or accidental property damage to any tenants/guests occurring at the specified premises caused by fire or explosion subject to the limit of liability as stated in the Policy Schedule.





This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

**NEON/ADVERTISING SIGNS AND DECORATIONS LIABILITY CLAUSE**

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover the Insured's liability for claims made against the Insured for accidental bodily injury or property damage to any third party resulting from the Insured's advertising signs, neon signs, decorations and the like in or about the premises.

It is warranted that the Insured shall see to it that regular inspection and maintenance of such property shall be carried out by qualified persons.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

**NOMINATED LOSS ADJUSTERS CLAUSE**

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

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

**OIL/GAS INDUSTRY CONDITIONS (1989)**

The following additional Conditions are applicable to this Policy:

- (i) Liability for pollution or contamination is excluded unless arising directly from operations on land.
- (ii) NMA1683 is applicable to operations on land.
- (iii) Liability for the following is excluded:
  - (a) loss of, destruction of or loss of use of any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom.
  - (b) loss of, destruction of or loss of use of any equipment in any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom.
  - (c) the cost of controlling/preventing any escape of any substance from any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom.
  - (d) the cost of controlling/preventing any fire arising in connection with any exploration or production bore and/or hole and/or well and any consequential loss resulting therefrom.
  - (e) the cost of destruction and/or removal of any debris arising from damage to any exploration and/or production vessel, platform or rig.

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**VALUE ADDED TAX (VAT) CLAUSE**

Definitions





Value Added Tax means any value added tax or similar tax payable to any authority in respect of transactions and includes, but without limitation, any other form of taxation that maybe applicable to this contract.

## 1 VAT

1.2 All amounts expressed to be payable under this Insurance contract by the Insured to Insurer which (in whole or in part) constitute the consideration for any insurance services for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that Insurance services, and accordingly if VAT is or becomes chargeable on any services made by Insurance Company to Insured customer under this contract and Insurance Company is required to account to the relevant tax authority for VAT on that services, that insured customer must pay to Insurance Company (in addition to and at the same time as paying any other consideration for such services or at the point the VAT becomes due to be paid by Insurance Company if earlier) an amount equal to the amount of that VAT (and Insurance Company must promptly provide an appropriate VAT invoice to that Insured customer where so required to by law).

1.3 Where this Insurance contract requires the Insured customer to reimburse or indemnify the Insurance Company for any cost or expense, The Insured shall reimburse or indemnify (as the case may be) Insurance Company for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Insurance Company reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

1.4 In relation to any services made by Insurance Company to customers under this Insurance contract, if reasonably requested by the customer, Insurance Company must promptly provide the customer with details of Insurance Company VAT registration and such other information as is reasonably requested in connection with the customer's VAT reporting requirements in relation to such insurance services.

## **POLITICAL RISKS EXCLUSION**

This Policy excludes loss destruction or damage directly or indirectly occasioned by or through or in consequence of

- a) War, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war:
- b) Mutiny, civil commotions assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power or any act of any person acting on behalf or in connection with any organization with activity directed towards the overthrow by force of its government de jure or de facto or to the influencing of it by terrorism or violence, martial law and confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority

## **WAR AND CIVIL WAR EXCLUSION CLAUSE (NMA 464)**

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

## **TERRORISM AND SABOTAGE EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism or sabotage 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also exclude 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 or sabotage.

If the Company 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.

## **ASBESTOS EXCLUSION**

It is hereby understood and agreed that this insurance 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.

Subject otherwise to the terms exceptions and conditions of the Policy.

## **SILICOSIS EXCLUSION**

It is agreed that no coverages under this policy apply to any damages arising out of the manufacture of, mining of, use of, sales of, installation of, distribution of, or exposure to Silica products, Silica fibers or Silica dust, or to any obligation of the insured to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sales of, installation of, distribution of, or exposure to Silica products, Silica fibers or Silica dust.

Nothing herein contained shall be held to vary, waive or change any kind of the insuring agreements, exclusions, conditions or declarations of the policy, except as herein above set forth.

## **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.





1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection or, civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1. shall not operate to exclude losses (which would otherwise be

covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

### **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

### **NUCLEAR EXCLUSION**

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

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

### **PURE FINANCIAL LOSS EXCLUSION**

It is hereby declared and agreed that no liability shall attach to this Policy in respect of any claim made against the Insured based upon or arising out of consequential financial loss incurred by any party additional to the monetary cost of actual repair rectification or replacement of the property and all cost and expenses reasonably and necessarily incurred by the Insured as a direct consequence thereof.

### **ELECTRO MAGNETIC FIELD (EMF) EXCLUSION**

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes 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.

Subject otherwise to the terms exceptions and conditions of the Policy.

### **GENETICALLY MODIFIED ORGANISMS EXCLUSION**

It is hereby understood and agreed that this insurance shall not apply to emerging risks due to any claims or losses arising directly or indirectly from Genetically Modified Organisms (GMO).

For the purpose 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.

#### **TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) EXCLUSION**

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes 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).

Subject otherwise to the terms exceptions and conditions of the Policy.

#### **TOXIC MOULD EXCLUSION CLAUSE**

Caused by or arising from the actual alleged or threatened inhalation of ingestion of contact with exposure to existence of or presence of any Fungi or bacteria on or within a building or structure including its contents for any loss cost or expense arising out of the abating testing for monitoring cleaning up removing containing treating detoxifying neutralizing remediating or disposing of or in any way responding to or assessing the effects of Fungi or bacteria by any Insured or by any other person or entity.

For the purpose of this Exclusion “Fungi” shall mean any type or form of fungus including mould or mildew and any mycotoxins spores scents or by-products produced or released by fungi.

#### **Date Recognition Exclusion Clause**

There is no insurance under this Policy in respect of any claims for loss, damage or costs of any nature whatsoever directly or indirectly caused by, consisting of, arising from or relating to:

1. any malfunction, failure breakdown or any inability to perform in whole or in part of any
  - (a) computer software, computer hardware, embedded chips, integrated circuit or similar device in non-computer equipment, or
  - (b) system, process, service or product dependent on any of the aforementioned
2. any preventive or remedial effort or lack thereof to remedy, correct change or convert any of 1. a ) and b) above.
3. any advice, service, consultation, design, evaluation or inspection.
4. any duty to disclose and/or failure to disclose the costs, expenses, material facts or financial effects to remedy, correct, change or convert any of 1. a) and b) above as a result of problems related to calendar date-recognition, which for the purposes of this clause shall mean any failure to :





- correctly recognise any date as its true calendar date
- capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of any date not being treated as its true calendar date
- capture, save or retain and/or correctly to manipulate, interpret or process any data as a result of the operation of any information or command or instruction which has been programmed into any computer software system or network (as described above under 1.), being information, a command or an instruction which causes the loss of data or the inability to capture, save or retain and/or correctly manipulate, interpret or process such data on or after any calendar date.

## **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 or United States of America.

## **COMMUNICABLE DISEASE EXCLUSION**

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. 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: 2.1. 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

2.2. 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

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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