



شركة الدرع العربي للتأمين التعاوني

ARABIAN SHIELD COOPERATIVE INSURANCE COMPANY

شركه مساهمة سعودية عامة – رأس المال 798,152,950 مليون ريال
SAUDI PUBLIC JOINT STOCK CO. – CAPITAL SR 798,152,950 MILLIONS
س.ت 1010234323 – رقم تصريح هيئة التأمين : ت م ن / 6 / 20079
C.R. No. 1010234323 – INSURANCE AUTHORITY LICENSE No. TMN/6/20079
الرقم التعريفي للمنتج: PRODUCT ID: A-ARSH-1-I-07-040
رقم شهادة الشريعة: SHARIA CERTIFICATE NUMBER: ALD-501-04-04-11-16-01

POLICY NO:

رقم الوثيقة :

المؤمن له INSURED

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SHARIA COMPLIANCE INTRODUCTION OF INSURANCE PRODUCTS (will be a part of each insurance policy)

Whereas the cooperative insurance policy holder in the insurance program issued by Arabian Shield Cooperative Insurance Co. (the "Company") has paid or agreed to pay the share premium stated in the policy in cooperation with the program participants, the Company agrees to pay the beneficiary of this policy the insurance compensation, provided that:

- 1) The policyholder is subject to all terms, conditions, limitations, and/or exclusions contained in this policy or the additional clauses.
- 2) The policyholder or his representative must notify the company as soon as reasonably possible of the following:
 - a. If there is any discrepancy, error, or omission in the insurance provided, or if your insurance requirements change between the application period and the policy issuance date
 - b. Any fact(s) or change(s) that the company may take into consideration when evaluating or accepting this insurance policy. Failure to disclose all relevant information, facts, or changes may invalidate the policy or result in a reduction in its effectiveness

Sharia Controls for Cooperative Insurance:

This policy is subject to the Sharia controls approved by the Sharia Committee, within the framework of Sharia governance document, and the company's Sharia compliance policy document which were approved by the company's Board of Directors, as follows:

- 1) The relationship of the holder of this policy with the company is based on the management of cooperation with other holders of the insurance policies, insured in the insurance program of this policy, and he pays to the company the share premiums it decides, in a way that guarantees and confirms the solidarity of the insured and their mutual cooperation in bearing the damages that may befall any of them as a result of the occurrence of the insured risks, and distributing the value of these damages among them in a fair distribution.
- 2) The company manages the cooperative insurance and reinsurance business on behalf of insurance policyholders, as a manager with a share of the net insurance surplus, as determined by the executive regulations of the Insurance Companies Control law.
- 3) The company maintains separate accounts for cooperative insurance and reinsurance operations for policyholders, separate from the accounts related to the company and its shareholders. This appears in the company's financial statements stipulated in the executive regulations of the Insurance Companies Control law.

مقدمة الالتزام الشرعي للمنتجات التأمينية

(تعتبر هذه المقدمة جزءاً من كل وثيقة تأمين)

حيث إن حامل وثيقة التأمين التعاوني في برنامج التأمين الصادر عن شركة الدرع العربي للتأمين التعاوني "الشركة" قد دفع أو وافق على دفع الإشتراك المبين في الوثيقة تعاوناً مع المشاركين في البرنامج؛ فإن الشركة توافق على أن تدفع للمستفيد من هذه الوثيقة التعويضات التأمينية، شريطة ما يلي:

- 1) أن يخضع حامل الوثيقة لكافة الشروط، والأحكام، والقيود و/أو الاستثناءات الواردة بهذه الوثيقة أو الملاحق الإضافية.
- 2) يجب أن يكون إخطار الشركة من قبل حامل الوثيقة بنفسه أو من يمثله في أسرع وقت معقول عن الآتي:

- أ- في حال وجود أي تناقض أو خطأ أو سهو في التأمين التعاوني المقدم أو في حال تغيرت متطلباتكم التأمينية بين فترة تقديم الطلب وتاريخ إصدار الوثيقة.
- ب- أي واقعة/ وقائع أو تغيير/ تغييرات مما قد تأخذه الشركة في الاعتبار عند تقييمها أو قبولها لإبرام هذه الوثيقة التأمينية حيث أن الفشل في الإفصاح عن كافة المعلومات والحقائق أو التغييرات ذات الصلة قد يبطل الوثيقة أو قد يترتب عليه انتقاص فعالية الوثيقة.

الضوابط الشرعية للتأمين التعاوني:

تخضع هذه الوثيقة للضوابط الشرعية التي أقرتها اللجنة الشرعية، وفي وثيقة إطار الحوكمة الشرعية، ووثيقة سياسة الالتزام الشرعي، المعتمدتين من مجلس إدارة الشركة، وهي على النحو التالي:

1. تكون علاقة حامل هذه الوثيقة مع الشركة، مبنية على إدارة التعاون، مع غيره من حاملي وثيقة التأمين التعاوني، المؤمن لهم في برنامج التأمين الخاص بهذه الوثيقة، ويدفع للشركة ما تقرره من اشتراكات، بما يضمن ويؤكد تكافل المؤمن لهم وتعاونهم تعاوناً متبادلاً في تحمل الأضرار التي قد تلحق بأي منهم نتيجة تحقق الأخطار المؤمن عنها، وتوزيع قيمة هذه الأضرار فيما بينهم توزيعاً عادلاً.
- 2) تقوم الشركة بإدارة أعمال التأمين التعاوني، وأعمال إعادة التأمين التعاوني لصالح حساب حملة الوثائق التأمينية، بصفتها مديراً بحصة من الفائض التأميني الصافي، الذي تحدده اللائحة التنفيذية لنظام مراقبة شركات التأمين.
- 3) تحتفظ الشركة بحسابات مستقلة لعمليات التأمين التعاوني، وإعادة التأمين التعاوني الخاصة بحملة الوثائق، منفصلة عن الحسابات المتعلقة بالشركة ومساهميها، ويظهر ذلك في القوائم المالية للشركة التي نصت عليها اللائحة التنفيذية لنظام مراقبة شركات التأمين.

- 4) The company is committed to investing all funds of the company, its shareholders, and all policy holders, in a manner that does not conflict with the rulings of Islamic Sharia, as issued by the company's Sharia Committee decisions, and approvals related to the company's investment policy and contracts. The company adds to the net insurance surplus the investment returns due to policyholders, after calculating their returns and deducting their actual expenses, as stipulated in the executive regulations of the Cooperative Insurance Companies Control law.
- 5) The Sharia Committee verifies the company's compliance with the decisions of the Sharia Committee, through cooperation with the Audit Committee of the Board of Directors and the company's Internal Audit Department, on a regular basis and through an approved, agreed-upon mechanism.

Important Notice:

This document is the contract that governs the relationship between the company and the policyholder. It is important to review it carefully to ensure that all information contained in its articles and schedules is correct, as they are part of a single contract. Any word or expression with a specific meaning must have the same meaning as stated in the document.

In the event of any conflict or inconsistency between the provisions of the above text and any other terms or clauses within the insurance policy, the provisions and content of the above text shall be deemed the binding and prevailing reference.

4) تلزم الشركة باستثمار أموال الشركة ومساهميها وجميع أموال حملة الوثائق، بما لا يتعارض مع أحكام الشريعة الإسلامية، حسبما تصدره اللجنة الشرعية للشركة، من قرارات، وموافقات تتعلق بسياسة عقود الاستثمارات التي تبرمها الشركة. وتضيف الشركة إلى الفائض التأميني الصافي ما يخص حملة الوثائق التأمينية من عائد الاستثمار، بعد احتساب ما لهم من عوائد وخصم ما عليهم من مصاريف محققة، كما نصت على ذلك اللائحة التنفيذية لنظام مراقبة شركات التأمين التعاوني.

5) تتحقق اللجنة الشرعية من التزام الشركة، بقرارات اللجنة الشرعية، عن طريق التعاون مع لجنة المراجعة التابعة لمجلس الإدارة، وإدارة المراجعة الداخلية بالشركة، بصفة دورية وآلية معتمدة، متفق عليها.

تنبيه هام:

هذه الوثيقة هي العقد الذي يحكم العلاقة بين الشركة وحامل الوثيقة، ومن المهم مراجعتها بعناية تامة للتأكد من أن كافة البيانات الواردة في موادها وجداولها، صحيحة، باعتبارها جزءاً من عقد واحد، وأي كلمة أو تعبير لازمهما معنى محدد يكون لهما ذات المعنى حسبما هو مبين في الوثيقة.

في حال وجود أي تعارض أو تناقض بين ما ورد في النص أعلاه وبين باقي بنود أو نصوص وثيقة التأمين، فإن أحكام ومضامين هذا النص تُعد هي المعتمدة والملزمة.



HOUSEOWNERS AND HOUSEHOLDERS INSURANCE POLICY

وثيقة تأمين أصحاب المنازل

General Provisions

1. The Insured or the Policyholder is requested to read this Policy carefully and to advise the Company immediately if there are any errors, or if any alterations or clarifications are required. Alterations will not be agreed to be effective retroactively, if advised after occurrence of an event giving rise to a claim and if relevant to such claim.
2. This Policy, the Schedule and any Memoranda or Endorsements thereon shall be read together and considered as one document and any word or expression to which a specific meaning has been given in any of them, shall bear such meaning wherever it may appear.

شروط عامة

- 1- يجب على المؤمن له أو حامل الوثيقة قراءة الوثيقة بعناية، وينبغي عليه إبلاغ الشركة فوراً بأية أخطاء أو تعديلات أو توضيحات مطلوبة في الوثيقة. إن أي تعديل سيُطرح على الوثيقة لن يطبق بأثر رجعي إذا تم الإبلاغ عنه بعد وقوع حادثة ينتج عنها مطالبة وكان له علاقة بتلك المطالبة.
- 2- يتم قراءة الوثيقة والجدول وأي مذكرات أو ملاحق معاً كأنهما عقد واحد وتحمل كل كلمة أو تعريف نسب إليه معنى معيناً في أي جزء من هذه الوثيقة أو من الجدول ذلك المعنى المعين حيثما يظهر.

Agreement

The Insured and the Company agree that -

1. This Policy shall be evidence of the contract between them.
2. The Proposal shall be incorporated in and be the basis of the contract.
3. The Insured will pay the Contribution in accordance with the Contribution Payment Terms.
4. The Company will provide the Insurance specified herein, subject to the Terms of this Policy.
5. The following shall be conditions precedent to any liability of the Company to make any payment under this Policy:
 - a) Observance of the Terms of this Policy relating to anything to be done or complied with by the Insured.
 - b) The truth of the statements and answers in the Proposal.

اتفاق

بهذا تم الاتفاق بين الشركة والمؤمن له على الآتي -

- 1- تشكل هذه الوثيقة إثباتاً للعقد المبرم بين الطرفين.
- 2- طلب التأمين والمقدم للشركة يعتبر جزءاً من العقد وأساساً له.
- 3- يدفع المؤمن له القسط المترتب على هذه الوثيقة حسب شروط التسديد المذكورة.
- 4- تلتزم الشركة بالتأمين المحدد في هذه الوثيقة حسب الشروط الخاصة بالوثيقة.
- 5- إن الالتزام بالشروط التالية يعتبر سابقاً على تحقق أية مسؤولية على الشركة لدفع أي مبلغ بموجب هذه الوثيقة:
 - أ) التقيد ومراعاة جميع شروط الوثيقة في كل ما يتعلق بالأعمال المطلوبة القيام بها أو الالتزام بها من قبل المؤمن له.
 - ب) صحة البيانات وأجوبة الاستفسارات الواردة في طلب التأمين.

Insurance

Whereas the Insured by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Contribution as consideration for such insurance.

Now this Policy Witnesseth that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

التأمين

حيث أن المؤمن له بموجب طلب التأمين والإفصاح الذي يكون أساس هذا العقد ويعتبر مدرجاً فيه قد تقدم بطلب إلى الشركة للحصول على التأمين الوارد فيما يلي ودفع أو وافق على دفع القسط مقابل هذا التأمين.

عليه تشهد هذه الوثيقة الآن أنه فيما يتعلق بالأحداث التي تحدث خلال فترة التأمين وتخضع للأحكام، الاستثناءات، والشروط الواردة في هذه الوثيقة أو الملحق بها (يشار إليها فيما يلي باسم شروط هذه الوثيقة).



Section 1. Loss of or damage to the Buildings

The Company will subject to the Limit of Liability indemnify the Insured against loss of or damage to the Buildings caused by an Insured Peril.

The Company may at its option repair reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

Section 2. Loss or damage to the Contents

The Company will subject to the Limit of Liability indemnify the Insured against

- A. Loss or damage to the Contents whilst contained in the Buildings caused by an Insured Peril.

The indemnity provided by Section 2-A shall extend to apply to the Contents whilst temporarily removed from the Buildings but remaining in the Geographical Area. Provided that

- This extension shall not apply to
 - property otherwise insured
 - property removed for sale or exhibition or to a furniture depository.
- The amount recoverable under this extension shall not exceed 15 per cent of the Total Sum Insured on Contents.

- B. Breakage of mirrors other than hand mirrors whilst contained in the Buildings.

The Company may at its option repair reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage

Section 3. Loss or damage to Servant's Property

At the request of the Insured the Company will subject to the Limit of Liability provide indemnity against loss of or damage to personal effects of any domestic servant of the Insured caused by an Insured Peril whilst such personal effects are contained in the Buildings or in any private dwelling boarding house lodging house hotel or inn within the Geographical Area in which such servant is residing with the Insured or any member of the Insured's family normally residing with him. Provided that

- such servant
 - shall as though he was the Insured observe fulfil and be subject to the Terms of this Policy so far as they can apply
 - is not entitled to indemnity under any other policy
- no indemnity shall be provided under this Section for loss or damage which would not have given rise to a valid claim under Section 2 had the property lost or damaged formed part of the Contents.

القسم 1. الخسارة أو الضرر للمباني

خاضعة لحد المسؤولية، تعوض الشركة المؤمن له عن الخسارة أو الضرر للمباني الناجم عن أو بسبب خطر مؤمن.

وللشركة الخيار في أن تصلح، تعيد الشيء إلى ما كان عليه قبل الخسارة أو تستبدل أي ممتلكات فقدت أو تضررت، أو قد تدفع نقدا قيمة الخسارة أو الضرر.

القسم 2. الخسارة أو الضرر للمحتويات

خاضعة لحد المسؤولية، تعوض الشركة المؤمن له عن

- أ. الخسارة أو الضرر للمحتويات عندما تكون موجودة داخل المباني والناجمة عن خطر مؤمن.

سيتمد التعويض الممنوح بموجب القسم 2-أ لينطبق على المحتويات أثناء إزالتها مؤقتاً من المباني ولكن تبقى في نفس المنطقة الجغرافية. شريطة أن:

- لن ينطبق هذا التمديد على:
 - الممتلكات المؤمنة بطريقة أخرى.
 - الممتلكات المنقولة للبيع أو العرض أو لمستودع مفروشات.

- يجب أن لا يزيد المبلغ المسترد بموجب هذا التمديد عن 15% من إجمالي مبلغ التأمين على المحتويات.

- ب. كسر المرايا غير تلك اليدوية عندما تكون ضمن محتويات المباني.

وللشركة الخيار في أن تصلح، تعيد الشيء إلى ما كان عليه قبل الخسارة أو تستبدل أي ممتلكات فقدت أو تضررت، أو قد تدفع نقدا قيمة الخسارة أو الضرر.

القسم 3. الخسارة أو الضرر لممتلكات الخدم

بناءً على طلب المؤمن له، وخاضعة لحد المسؤولية، ستعوض الشركة عن الخسارة أو الضرر للممتلكات الشخصية لأي من خدم المنزل للمؤمن له الناجم عن خطر مؤمن، عندما تكون تلك للممتلكات الشخصية محتواة في المباني أو في أي سكن خاص، مأوى، نزل أو فندق ضمن حدود المنطقة الجغرافية والتي يقيم فيها ذلك الخادم مع المؤمن له أو مع أي عضو من أفراد عائلة المؤمن له يسكن عادة معه. شريطة أن:

- ذلك الخادم
 - يتصرف وكأنه المؤمن له، من حيث الأداء والوفاء والخضوع لأحكام هذه الوثيقة بقدر ما يمكنه ذلك.
 - وأن يكون ليس له الحق في أي تعويض بموجب أي وثيقة أخرى.

- لن يمنح أي تعويض بموجب هذا القسم عن الخسارة أو الضرر والتي لم يكن لينشأ عنها مطالبة صحيحة بموجب القسم 2 فيما لو كانت تلك الممتلكات التي فقدت أو تضررت تشكل جزءاً من المحتويات.



Section 4. Additional expense for alternative accommodation and loss of rent

In the event of the Buildings being rendered uninhabitable by an Insured Peril the Company will subject to the Limit of Liability indemnify the Insured against

reasonable additional expense for alternative accommodation
loss of rent payable to the Insured

actually incurred by the Insured during the period necessary for the reinstatement of the Buildings.

Section 5. Liability to the Public

The Company will subject to the Limit of Liability indemnify the Insured against all sums for which the Insured may be legally liable

- a) as owner of the Buildings
- b) as a private householder occupying the Buildings

in respect of

- 1. accidental bodily injury (whether fatal or not)
- 2. accidental damage to property

occurring in or about the Buildings during the Period of Insurance. Provided that the Company shall not be liable in respect of

- a) bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured.
- b) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or of a person in the service of the Insured.
- c) bodily injury or damage arising out of or incidental to
 - i) the Insured's profession or business
 - ii) the use of lifts elevator or vehicles
- d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

In addition in respect of a claim to which the indemnity expressed in this Section applies the Company will pay

- a) all costs and expenses recovered by any claimant from the Insured; and
- b) all costs and expenses incurred with the written consent of the Company.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy so far as they can apply.

For the purposes of this Section the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

القسم 4. النفقات الإضافية للإقامة البديلة و خسارة الإيجار

عندما تصبح المباني غير قابلة للسكن نتيجة خطر مؤمن، يتوجب على الشركة خاضعة لحد المسؤولية تعويض المؤمن له عن:

- (i) النفقات الإضافية المعقولة لأقامة بديلة.
- (ii) خسارة الإيجار المدفوع للمؤمن له.

والذي يتكبده المؤمن له فعلياً خلال الفترة الضرورية لإعادة المباني إلى ما كانت عليه.

القسم 5. المسؤولية للعامة

خاضعة لحد المسؤولية، تعوض الشركة المؤمن له عن جميع المبالغ التي قد يصبح المؤمن له مسؤولاً عنها بموجب القانون:

- (أ) كمالك للمباني.
- (ب) كرب الأسرة الخاص الذي يشغل المباني.

فيما يخص

- 1. الإصابات الجسدية العرضية (سواء مميتة أم لا)
- 2. الأضرار المادية للممتلكات

التي تقع في أو حول المباني خلال مدة التأمين. شريطة أن لا تكون الشركة مسؤولة عما يلي:

- (أ) الإصابات الجسدية لأي شخص من أفراد عائلة المؤمن له أو أسرته، أو يكون عند وقوع تلك الإصابة يعمل لدى المؤمن له.

(ب) الضرر للممتلكات، المملوكة أو المسؤول عنها أو تحت إشراف المؤمن له أو أحد أفراد عائلة المؤمن له أو أسرته أو شخص يعمل في خدمة المؤمن له.

(ج) الإصابة الجسدية أو الضرر الناشئة عن أو بسبب:

- (i) مهنة المؤمن له أو عمله.
- (ii) استخدام المصاعد، الرافعات أو المركبات.

(د) أية مسؤولية تنشأ بسبب إتفاقية، لكنها لم تكن لتنشأ في غياب تلك الإتفاقية.

بالإضافة إلى، فيما يتعلق بمطالبة ينطبق عليها التعويض بموجب هذا القسم ستدفع الشركة

- (أ) جميع التكاليف والمصاريف التي حصل عليها أي مطالب من المؤمن له.
- (ب) جميع التكاليف والمصاريف المتكبدة بموافقة الشركة الخطية.

في حالة وفاة المؤمن له، ستعوض الشركة، فيما يتعلق بالمسؤولية المترتبة على المؤمن له، ممثليه الشخصيين ضمن الأحكام والحدود لهذا القسم شريطة أن يكون أولئك الممثلين الشخصيين يتصرفون وكأنهم المؤمن له في الأداء والوفاء ومراعاة والإلتزام بأحكام هذه الوثيقة قدر الإمكان.

لغرض هذا القسم فإن تعبير "المؤمن له" سيشمل زوج أو زوجة المؤمن له.



Section 6. Compensation for death of the Insured

If the Insured whilst at the Buildings shall suffer bodily injury caused by violent external and visible means and sustained as a result of fire or caused by thieves and if such bodily injury shall within three calendar months result in the death of the Insured the Company will subject to the Limit of Liability pay compensation to the Insured's personal representatives.

القسم 6. تعويض وفاة المؤمن له

إذا وقع للمؤمن له أثناء وجوده في المباني إصابة جسيمة متسببة عن حادث عرضي خارجي وعنيف وكانت الإصابة كنتيجة لحريق أو بسبب اللصوص، وإذا أدت تلك الإصابة الجسيمة خلال ثلاثة أشهر إلى وفاة المؤمن له، فإنه يتوجب على الشركة خاضعة لحد المسؤولية دفع التعويض لممثلي المؤمن له الشخصيين.

Section 7. Personal Property (All Risks)

The Company will by payment in cash or at its option by repair replacement or reinstatement indemnify the Insured if any part of any specified item shall be lost damaged or destroyed during any Period of Insurance by any misfortune or accidental cause not hereunder excepted while anywhere within the Geographical Area.

القسم 7. الممتلكات الشخصية (كافة الأخطار)

تعوض الشركة المؤمن له بالدفع نقداً، أو حسب اختيارها بإصلاح أو استبدال أو إعادة الشيء إلى ما كان عليه، إذا فقد، تضرر أو تدمر أي جزء من أي بند محدد خلال أي مدة تأمين بسبب أي مصيبة أو حادث عرضي غير مستثنى بموجب هذه الوثيقة أينما كان ضمن الحدود الجغرافية.

Exceptions (Section 7)

The Company shall not be liable in respect of –

استثناءات (القسم 7)

لن تكون الشركة مسؤولة عن -

- loss, damage or destruction caused by:-
 - wear and tear, moth, vermin, insects, atmospheric or climatic conditions or any other gradually operating cause.
 - alterations, maintenance, repairs or any process of cleaning, dyeing or restoring.
 - mechanical or electrical breakdown or derangement.
 - delay, confiscation, requisition, detention, or wilful destruction by order of any Government or other lawfully constituted authority
 - any wilful act committed by or with the connivance of any relative of the Insured.
- loss of or damage to unaccompanied property despatched under a contract of affreightment, or by post.
- loss of any property from an unattended vehicle except loss caused as a result of theft by the forcible opening of a securely closed window or of a locked door or locked luggage compartment/boot, of the vehicle.
- the breakage of :-
 - electrical valves, bulbs or tubes, unless forming a fixed part of any item of property insured and happening as a result of damage to such item.
 - skins and/or strings of drums or other musical instruments and scratching, denting or bruising of musical instruments.
- depreciation, contamination, consequential loss or consequential damage of any kind or description.
- loss, damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

- خسارة، ضرر، أو تدمير ناجم عن:-
 - البلى والاهتراء، العث، الآفات والحشرات، الأحوال الجوية والمناخية، أو أي سبب آخر يعمل تدريجياً.
 - التعديلات والتغييرات، الصيانة والإصلاح، أو أي عملية تنظيف، صباغة أو استعادة.
 - العطل أو الخلل الميكانيكي أو الكهربائي.
 - التأخير، المصادرة، الاحتجاز والاستيلاء، أو التدمير المتعمد بأمر من أي حكومة أو من غيرها من السلطات المشكلة بصورة قانونية
 - أي فعل متعمد يرتكبه أو بالتواطؤ مع أي من أقارب المؤمن له.
- الخسارة أو الضرر للممتلكات المرسلّة بدون مرافق بموجب عقد شحن، أو بواسطة البريد.
- فقدان أي ممتلكات من سيارة غير مأهولة (غير مراقبة) ما عدا فقدان حدث نتيجة لسرقة بسبب الفتح القسري لنافذة مغلقة بأمان أو باب مقفل أو صندوق الأمتعة مغلق للمركبة.
- الكسر ل:-
 - الصمامات الكهربائية، المصابيح أو الأنابيب، إلا إذا كانت تشكل جزءاً ثابتاً من أي بند من الممتلكات المؤمنة وتحدث كنتيجة ضرر لذلك البند.
 - الجلود و/أو خيوط الطبول أو الآلات الموسيقية الأخرى، والخدوش، والطعوج، أو الرضوض للآلات الموسيقية.
- الاستهلاك، التلوث، الخسارة التبعية أو الأضرار التبعية من أي نوع أو وصف.
- خسارة، ضرر أو تدمير ناجم عن موجات الضغط بسبب الطائرات أو الأجهزة الجوية الأخرى والتي تطير بسرعة الصوت أو سرعة تفوق سرعة الصوت.

7. loss of, or damage or destruction to :-

- contact lenses hearing aids dentures wigs camping equipment diving or other under-water equipment pictures works of art curios stamps or coins or other collections deeds or documents of any kind articles of glass or china or porcelain or other brittle material money credit cards travellers cheques and securities - unless such property is specified and included under Item A in the Schedule or otherwise specifically insured under this Policy.
- mechanically propelled or assisted vehicles and their accessories trailers caravans aircraft or water-borne craft and parts or accessories thereof land buildings livestock and pets.

Subject also to General Exceptions.

General Exceptions

The Company shall not be liable in respect of -

- any accident loss destruction damage expense liability or bodily injury directly or indirectly occasioned by or through or in consequence of:-
 - war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war.
 - mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power martial law or state of siege or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
For the purpose of this Exception '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 ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.
 - nuclear energy risks nuclear fission nuclear fusion or contamination by radioactivity
 - permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority.
 - permanent or temporary dispossession of any buildings resulting from the unlawful occupation of such buildings by any person.

Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy.

- the destruction of property by order of any public authority.

In any action suit or other proceeding where the Company alleges that by reason of the provisions of Exceptions 1 (a), (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

7. الخسارة، أو الضرر أو التدمير لـ :-

- العدسات اللاصقة، وسائل المساعدة للسمع، أطقم الأسنان، الشعر المستعار، معدات التخميم، معدات الغوص أو معدات ما تحت الماء الأخرى، الصور، الأعمال الفنية، التحف، الطوابع، أو القطع النقدية أو المقتنيات الأخرى، الصكوك والوثائق من أي نوع، الأدوات الزجاجية والصيني أو البورسلان أو المواد الهشة الأخرى، النقود، بطاقات الائتمان، الشيكات السياحية، والأوراق المالية - إلا إذا كانت تلك الممتلكات محددة ومشمولة تحت البند (أ) في الجدول أو مؤمنة بطريقة أخرى وبالتحديد بموجب هذه الوثيقة.
- المركبات ذات الدفع الآلي أو بمساعدة آلية مع اكسسواراتها، الشاحنات المقطورات، الكرافانات، الطائرات والعوامات وقطع غيارها واكسسواراتها، الأرض، المباني، المواشي والحيوانات الأليفة.

وتخضع أيضا للاستثناءات عامة.

الاستثناءات عامة

لن تكون الشركة مسؤولة عن -

- أي حادث، خسارة، تدمير، ضرر، مصاريف، مسؤولية، أو إصابة جسدية تحدث بشكل مباشر أو غير مباشر بسبب أو من خلال أو تبعاً لـ:
 - الحرب، الغزو، فعل العدو الأجنبي، الأفعال العدوانية أو العمليات شبة الحربية (سواء أعلنت الحرب أم لم تعلن) الحرب الأهلية.
 - التمرد، الهياج الشعبي الذي يصل لحد الانتفاضة الشعبية، الانتفاضة العسكرية، العصيان المسلح، العصيان، الثورة، القوة العسكرية أو القوة الغاصية أو القانون العرفي أو حالة الحصار أو أي فعل من أي شخص أو أشخاص يتصرفون بالنيابة عن أو بالارتباط مع أي منظمة ذات أهداف تشمل الإطاحة أو التأثير على أي حكومة شرعية أو فعلية بواسطة الإرهاب أو أي وسائل عنف.
 - لأغراض هذا الاستثناء فإن "الإرهاب" يعني فعل يشمل ولا يقتصر على استعمال القوة أو العنف و/أو التهديد بهما من أي شخص أو مجموعة/مجموعات سواء يتصرفون بمفردهم أو بالنيابة عن أو بالارتباط مع أي منظمة/منظمات أو حكومة/حكومات لأهداف أو أسباب سياسية، دينية، إيدولوجية أو عرقية بما في ذلك النية في التأثير على أي حكومة و/أو لوضع الجمهور أو أي قطاع منه في حالة خوف.
 - مخاطر الطاقة النووية، الانشطار النووي، الانصهار النووي، أو التلوث بالإشعاع النووي
 - نزع الملكية الدائم أو المؤقت الناجم عن المصادرة، التأميم، أو الاستيلاء من قبل أي سلطة مشكلة بصورة قانونية.
 - نزع الملكية الدائم أو المؤقت لأي مبانى ناشيء عن الاحتلال غير القانوني لتلك المباني من أي شخص.

شريطة أن لا تعفى الشركة من أي مسؤولية تجاه المؤمن له فيما يخص الضرر المادي للممتلكات المؤمنة والذي يحدث قبل نزع الملكية أو خلال نزع الملكية المؤقت والذي يكون بخلاف ذلك مؤمناً بموجب هذه الوثيقة.

تدمير للممتلكات بأمر من أي سلطة عامة.
في أي دعوى أو قضية أو إجراءات قانونية حيث تدعي الشركة أنه بسبب نصوص الاستثناءات 1 (أ)، (ب) و (ج) أعلاه، لا يغطي هذا التأمين أي خسارة أو ضرر فإن عبء إثبات أن التأمين يشمل تلك الخسارة أو الضرر يقع على عاتق المؤمن له.

2. any accident loss destruction damage bodily injury liability cost or expenses of whatsoever nature directly or indirectly caused by or arising from or in consequence of or contributed to by any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-
 - a) nuclear weapons materials.
 - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception 2 (b) combustion shall include any self-sustaining process of nuclear fission.
 - c) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.
 - d) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
3. consequential loss or damage of any kind except as provided in Section 4.

Conditions

1. The Insured shall
 - a) use all reasonable diligence and care to keep the Buildings in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury loss or damage as the circumstances may require and the Company shall not be liable for any injury loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body; and
 - b) exercise all reasonable precautions for the maintenance and safety of the property insured under Sections 2, 3 and 7.
2. In the event of any happening which may give rise to a claim under this Policy the Insured (or in the case of a claim under Section 4 the Insured's personal representatives)
 - a) shall give immediate notice in writing to the Company
 - b) if there has been theft or any attempt thereat shall give immediate notice to the police
 - c) shall at his (or their) own expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Sections 1, 2, 3 or 7 not later than thirty days after the occurrence of the loss or damage
 - d) if a claim may arise under Section 5 shall send to the Company any writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
 - e) shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate pay settle admit or repudiate any claim without the like consent
 - f) shall give the Company all such information as the Company may reasonably require

2. أي حادث، خسارة، تدمير، ضرر، إصابة جسدية، مسؤولية، تكاليف أو مصاريف من أي نوع كانت، مباشرة أو غير مباشرة تسببت أو نتجت عن أو أسهم فيها أو نشأت عن أي مما يلي بغض النظر عن أي سبب آخر أو حدث يساهم بالتزامن أو بأي سياق آخر في الخسارة:-
 - (أ) مواد الأسلحة النووية
 - (ب) الإشعاعات الذرية أو التلوث بالإشعاع من أي وقود نووي أو أي نفايات نووية ناتجة عن احتراق وقود نووي. فقط لأغراض هذا الإستثناء رقم 2 (ب) سيشمل الاحتراق أية عملية انشطار نووي ذاتي.
 - (ج) الإشعاع والتلوث والانفجار أو أي خصائص خطيرة أو ملوثة في أي منشآت نووية أو مفاعلات أو أي منشآت ذرية أو أجزاء منها.
 - (د) أي سلاح حرب يستخدم الالتحام النووي أو الانشطار النووي وما شابه ذلك من تفاعل أو القوة الذرية.

3. الخسارة أو الأضرار التبعية من أي نوع باستثناء ما ورد في القسم 4.

الشروط

1. على المؤمن له أن:
 - (أ) يستخدم جميع وسائل العناية والحرص لتبقى المباني في حالة إصلاح جيدة، وإذا اكتشف بها أي عيب يتوجب عليه إصلاحه فوراً، وعليه أيضاً اتخاذ كافة الاحتياطات الإضافية لمنع وقوع إصابات، خسائر، أو أضرار حسيما تقتضي الظروف، ولن تكون الشركة مسؤولة عن أي إصابة، خسارة أو ضرر نجم عن عيب أخفق المؤمن له في علاجه وإصلاحه بعد تسلمه إشعاراً بذلك العيب سواء من الشركة أو من أي شخص أو هيئة عامة، و
 - (ب) يمارس ويطبق كافة الاحتياطات المعقولة لصيانة وسلامة الممتلكات المؤمنة بموجب الأقسام 2، 3 و 7.
2. في حالة وقوع أي حدث قد يؤدي إلى نشوء مطالبة بموجب هذه الوثيقة يتوجب على المؤمن له (أو في حالة المطالبة بموجب القسم 4 يتوجب على ممثلي المؤمن له الشخصيين):
 - (أ) إبلاغ الشركة خطياً وفوراً
 - (ب) إذا كانت هناك حادثة سرقة أو أي محاولة للسرقة يتوجب إشعار الشرطة فوراً
 - (ج) يتوجب عليه وعلى نفقته الخاصة تزويد الشركة خطياً بكامل التفاصيل وبأقصى سرعة ممكنة، وفي حالة المطالبة بموجب الأقسام 1، 2، 3 أو 7 ليس بعد أكثر من 30 يوماً بعد وقوع الخسارة أو الضرر.
 - (د) عند نشوء مطالبة بموجب القسم 5، يتوجب على المؤمن له أن يرسل للشركة أي أمر أو استدعاء أو أي عملية قانونية صدرت أو بدأت ضده، وعليه أن يعطي للشركة كافة المعلومات الضرورية والعون لتمكين الشركة من تسوية أو رفض أي مطالبة أو لرفع أي دعوى.
 - (هـ) لا يتحمل أي نفقات في تعويض أي خسارة دون أخذ الموافقة الخطية للشركة وأن لا يناقش، يدفع، يسوي، يقر أو يرفض أي مطالبة بدون الموافقة الشركة.
 - (و) أن يزود الشركة بكافة تلك المعلومات حسبما تتطلبها الشركة.

3. The company shall be entitled
- a) on the happening of any loss or damage for which indemnity is provided under Sections 1, 2, 3 or 7 to enter any Buildings where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and license for such purpose but no property may be abandoned to the Company.
- b) to undertake in the name and on behalf of the Insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
- c) to pay at any time to the Insured the Limit of Liability under Section 5 or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs and expenses recoverable from the Insured or incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
4. If at the time of any happening giving rise to any loss damage expense or liability for which indemnity is provided under this Policy there shall be any other insurance against such loss damage expense or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
5. If either the Buildings or the Contents shall at the time of any loss or damage for which indemnity is provided under Sections 1 or 2 be of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the amount of such loss or damage accordingly and every item of the Buildings and of the Contents shall be separately subject to this Condition.
6. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured, or anyone acting on the Insured's behalf, to obtain benefit under this Policy, all benefit hereunder shall be forfeited.
7. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.
3. يكون للشركة الحق:-
- أ) عند وقوع أي خسارة أو ضرر يستحق عليها تعويض بموجب الأقسام 1، 2، 3 أو 7 أن تدخل أي مباني والتي وقعت بها الخسارة أو الضرر وأن تحتفظ أو تحوز على الممتلكات المؤمنة وأن تتعامل مع المستنقذ بطريقة معقولة، وأن هذه الوثيقة أو أي نسخة منها مصدقة من الشركة ستكون دليل إجازة ورخصة لذلك الغرض لكن لا يتم التخلي أو التنازل للشركة عن أي ممتلكات.
- ب) أن تتعهد باسم المؤمن له أو من ينوب عنه بالسيطرة المطلقة و تسوية أية إجراءات و أن تقوم بإجراءات على نفقتها ولمنفعتها الخاصة لكن باسم المؤمن له لاسترداد التعويض أو تحصيله من أي طرف ثالث بخصوص أي شيء مؤمن بموجب هذه الوثيقة.
- ج) أن تدفع في أي وقت للمؤمن له حد المسؤولية بموجب القسم 5 أو أي مبلغ أقل والذي يكون فيه أي مطالبة أو مطالبات قابلة للتسديد وبموجب تلك الدفعة تتخلي الشركة عن التصرف و السيطرة وتصبح بدون أدنى مسؤولية بموجب ذلك القسم فيما يتعلق بتلك المطالبات/المطالبات إلا فيما يخص التكاليف والمصاريف القابلة للاسترداد من المؤمن له أو التي أنفقت بموافقة خطية من الشركة بخصوص التصرف بتلك المطالبة أو المطالبات قبل تاريخ تلك الدفعات.
4. إذا كان وقت وقوع أي حدث أدى لنشوء أي خسارة أو ضرر أو مصاريف أو مسؤولية والتي تستحق التعويض بموجب هذه الوثيقة ، تأمين آخر ضد تلك الخسارة أو الضرر أو المصاريف أو المسؤولية أو أي جزء منها، فلن تكون الشركة مسؤولة عن دفع أو المشاركة في دفع أكثر من حصتها النسبية في أي مطالبة عن هذه الخسارة، الضرر أو المسؤولية.
5. إذا كانت قيمة أي من المباني أو المحتويات وقت وقوع أي خسارة أو ضرر والتي يمنح لها تعويض بموجب القسم 1 أو 2 تفوق المبلغ المؤمن به عليها فعندئذ سوف يعتبر المؤمن له كأنه المؤمن ذاتياً على الفرق، وبناء عليه سيتحمل نصيبه أو حصته النسبية من مبلغ تلك الخسارة أو الضرر وكل بند من المباني ومن المحتويات سيخضع منفصلاً لهذا الشرط
6. تسقط جميع الحقوق الناشئة عن هذه الوثيقة إذا إنطوت أي مطالبة بموجب هذه الوثيقة بأي وجه على إحتيال أو إذا إستخدم المؤمن له أو من ينوب عنه أساليب أو وسائل إحتيالية بغية الحصول على أية منفعة من هذه الوثيقة.
7. ما لم يذكر خلاف ذلك صراحة، لم يرد بهذه الوثيقة ما يعطي أي حقوق ضد الشركة لأي شخص غير المؤمن له. وكذلك لن تلزم الشركة بأي نقل لمصلحة المؤمن له بخلاف الوفاة أو عملية قانونية إلا وحتى تعلن الشركة وبموجب ملحق بأن التأمين سيستمر في النفاذ. إن تمديد مسؤولية الشركة فيما يتعلق بممتلكات أي شخص غير المؤمن له، لن تعطي حق المطالبة فيما بعد لذلك الشخص، والقصد هنا هو أن المؤمن له وفي جميع الحالات يستطيع أن يتقدم بمطالبة له أو بالنيابة عن ذلك الشخص، وأن سند الاستلام من المؤمن له سيكون في أي حال سند مخالصة مطلق لمسؤولية الشركة بموجب هذا الشرط.

8. This Policy may be cancelled at any time at the request of the Insured in which case the Company will retain the Contribution at short period rates appearing below for the time the Policy has been in force provided no claim has arisen during the then Period of Insurance. This Policy may also be cancelled at the option of the Company on thirty days written notice to that effect being given to the Insured in which case the Company shall be liable to repay on demand a rateable proportion of the Contribution for the unexpired term from the date of the cancellation.

Period of Insurance	Minimum proportion of Contribution to be retained
Not exceeding one week	12.5 %
Not exceeding one month	25.0 %
Not exceeding two months	37.5 %
Not exceeding three months	50.0 %
Not exceeding four months	62.5 %
Not exceeding six months	75.0 %
Not exceeding eight months	87.5 %
Exceeding eight months	100.0 %

9. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such differences shall be referred to a Committee appointed in accordance with the provisions of Article 20 of the Cooperative Insurance Companies Act. Where any difference is by this Condition to be referred to the Committee the making of an award shall be a condition precedent to any right of action against the Company.

10. Cooperative Insurance:

The Company shall determine at the end of each financial year the Net Surplus arrived at by adding to the Gross Surplus, or deducting from it, the Policyholders share of the Investment Income after computing their share of the income and deducting their share of incurred expenses. Ten Percent (10%) of said Net Surplus shall be distributed to all Policyholders, each proportionately to his paid contribution, by way of payment or by reducing the contribution for the following year.

8. يجوز إلغاء هذا التأمين في أي وقت بناء على طلب المؤمن له، وفي هذه الحالة تحتفظ الشركة بالقسط المتعارف عليه حسب تعرفه التأمين قصير الأجل، وذلك عن المدة التي كانت فيها الوثيقة سارية المفعول شريطة عدم وجود مطالبات خلال فترة التأمين تلك. كما أن للشركة الخيار في إلغاء هذا التأمين في أي وقت بموجب إخطار كتابي قبل مدة ثلاثين يوما بذلك يعطى للمؤمن له، وفي هذه الحالة تكون الشركة ملزمة عند الطلب بدفع الجزء النسبي من القسط عن المدة المتبقية من التأمين بعد تاريخ الإلغاء.

فترة التأمين	الحد الأدنى المحتفظ به من القسط السنوي
لا تتجاوز فترة أسبوع	12.5 %
لا تتجاوز فترة شهر	25.0 %
لا تتجاوز فترة شهرين	37.5 %
لا تتجاوز فترة ثلاثة أشهر	50.0 %
لا تتجاوز فترة أربعة أشهر	62.5 %
لا تتجاوز فترة ستة أشهر	75.0 %
لا تتجاوز فترة ثمانية أشهر	87.5 %
فترة تتجاوز ثمانية أشهر	100.0 %

9. إذا نشأ أي خلاف بخصوص المبلغ الواجب الدفع بموجب هذه الوثيقة (على افتراض أنه تم الإقرار بالمسؤولية)، فإن هذه الخلافات يجب أن تحال إلى اللجنة المعنية بموجب أحكام المادة 20 من نظام مراقبة شركات التأمين التعاوني، وإذا تم إحالة أي خلاف بموجب هذا الشرط إلى اللجنة، فإن إصدار أي حكم يجب أن يكون سابقا للحق في رفع دعوى ضد الشركة.

10. التأمين التعاوني:
تحدد الشركة في نهاية كل سنة مالية صافي الفائض الذي تم التوصل إليه عن طريق الإضافة إلى إجمالي الفائض، أو الخصم منه، حصة حملة الوثائق من دخل الاستثمار بعد حساب حصصهم من الدخل وخصم حصصهم من المصروفات المتكبدة. ويتم توزيع عشرة بالمائة (10%) من صافي الفائض المذكور على جميع حاملي وثائق التأمين، كل منهم بما يتناسب مع قسطه المدفوع، عن طريق الدفع أو عن طريق تخفيض قسط التأمين للسنة التالية.



Insured Perils

الأخطار المؤمنة

Loss or Damaged cause by

الخسارة أو الضرر المتسبب عن:

1. Fire Lighting Thunderbolt or Subterranean Fire

1. الحريق، الصاعقة، البرق أو حريق تحت الأرض

2. Explosion

2. الانفجار

3. Riot and Strike which for the purpose of this Policy shall mean

3. الشغب والإضرابات والتي بغرض هذه الوثيقة ستعني

- The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an excluded peril.
- The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance.
- The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequence of any such act.

- أ) فعل أي شخص والذي يشترك مع الآخرين في أي إخلال للسلام العام (سواء بالارتباط مع إضراب أو إغلاق أم لا) ما لم خطرا مستثنى.
- ب) فعل أي سلطة قانونية في قمع أو محاولة قمع أي من ذلك الإخلال أو محاولة التقليل من تبعات تلك الإخلال.
- ج) الفعل المتعمد من أي مضرب أو عامل يعمل على إخلال مكان العمل بهدف تعزيز الإضراب أو لمقاومة الإخلال.
- د) فعل أي سلطة قانونية في منع أو محاولة منع أي فعل كهذا 7، أو التقليل من تبعات ذلك الفعل.

4. Aircraft or other Aerial device or any article dropped therefrom.

4. الطائرات أو الأجهزة الجوية الأخرى أو الأجزاء الساقطة منها.

5. Bursting or overflowing of a water tank apparatus or pipe excluding

5. انفجار أو طفق خزانات المياه وتجهيزاتها أو الأنابيب باستثناء

- under Section 1 the first SR 150 in respect of each and every claim.
- under Section 1 loss or damage occurring while the Buildings are left unfurnished.
- under Section 2 damage caused to such water tank apparatus or pipe.

- أ) بموجب القسم 1 أول 150 ريال عن كل وأي مطالبة.
- ب) بموجب القسم 1 الخسارة أو الضرر المتكبدة عندما تكون المباني متروكة بدون تأثيث.
- ج) بموجب القسم 2 الضرر المتسبب لذلك الخزان والتجهيزات والأنابيب.

6. Theft or any attempt thereat but excluding theft not accompanied by actual forcible and violent breaking into or out of the Buildings

6. السرقة أو أي محاولة للقيام بها لكن تستثنى السرقة غير المصاحبة بقوة فعلية وعنف للدخول أو الخروج من المباني

- whilst the Buildings or any part thereof are lent let or sub-let.
- from any outbuilding not directly communicating with the private dwelling.
- of servants' property other than from the Buildings.

- أ) عندما تكون المباني أو أي جزء منها معارة تأجيريا أو مؤجرة من الباطن.
- ب) من أي ملحقات بالمباني لا ترتبط مباشرة بالسكن الخاص.
- ج) لممتلكات الخدم غير تلك التي في المباني.

Provided that the Company shall not be liable in respect of loss or damage caused by theft occurring while the Buildings are unoccupied after the Buildings have been left unoccupied for more than ninety days whether consecutively or not in any one Period of Insurance.

شريطة أن الشركة لن تكون مسؤولة عن الخسارة أو الضرر المتسببة عن السرقة التي تحدث عندما تكون المباني غير مأهولة/مشغولة بعد تركها بدون إشغال لمدة تزيد 90 يوما سواء على التوالي أم لا في أي فترة تأمين واحدة.

Provided further that in respect of property temporarily removed from the Buildings but remaining in the Geographical Area the indemnity against loss or damage caused by theft not accompanied by actual forcible and violent breaking into or out of the Buildings applies solely to property.

ويشترط أيضا فيما يتعلق بالممتلكات المزالة مؤقتا من المباني لكنها تبقى في نفس المنطقة الجغرافية أن يكون التعويض ضد الخسارة أو الضرر الناجم عن السرقة غير المصاحبة بقوة فعلية وعنف للدخول أو الخروج من المباني ينطبق فقط على الممتلكات.

- at any Bank Safe Deposit or occupied private dwelling
- in any Buildings where the Insured or any member of his family is residing.
- in course of removal to or from any Bank or Safe Deposit whilst in the charge of the Insured a member of his family or authorised servant.

- أ) في أية خزنة إيداع بنكي أو في سكن خاص مأهول
- ب) في أي مباني يسكنها المؤمن له أو أي أحد من أفراد عائلته.
- ج) أثناء عملية نقل إلى أو من أي بنك أو خزينة إيداع عندما تكون في عهدة المؤمن له، أحد أفراد عائلته أو خادم مخول.

7. Impact with the Buildings by any road vehicle.

7. تصادم بالمباني من قبل مركبات في الطريق.



8. **Earthquake or Volcanic Eruption** including Flood or Overflow of the Sea occasioned thereby.
Excluding under Section 1 the first SR 500 of each and every claim.

9. **Storm or Tempest** including Flood or Overflow of the Sea occasioned thereby
a) Excluding under Section 1
i) Subsidence or Landslip; and
ii) the first SR 500 of each and every claim.
b) Excluding under Sections 2 and 3
i) property in transit or on the person; and
ii) the first SR 500 of each and every claim.

10. As regards Section 2 and 3
Flood or Overflow of the Sea not occasioned by Insured Peril 8 or 9 above.
i) property in transit or on the person; and
ii) the first SR 500 of each and every claim.

8. الزلزال أو الانفجار البركاني بما في ذلك الفيضان أو فيضان البحر يستثنى بموجب القسم 1 أول 500 ريال لكل وأي مطالبة.

9. العواصف والعواصف المصحوبة بمطر وبرد بما في ذلك الفيضان أو فيضان البحر
أ) يستثنى بموجب القسم 1
i) الخسف والإنهيار؛ و
ii) أول 500 ريال من كل وأي مطالبة.
ب) يستثنى بموجب القسم 2 و 3
i) الممتلكات أثناء النقل أو مع الشخص؛ و
ii) أول 500 ريال من كل وأي مطالبة.

10. فيما يتعلق بالأقسام 2 و 3
الفيضان أو فيضان البحر غير الناجم عن خطر مؤمن 8 أو 9 أعلاه.
i) الممتلكات أثناء النقل أو مع الشخص؛ و
ii) أول 500 ريال من كل وأي مطالبة.



SCHEDULE

The Company : ARABIAN SHIELD COOPERATIVE INSURANCE COMPANY

The Insured : _____

Business : _____

Policy No. : _____

Period of Insurance : From _____ To _____
(Both days inclusive)

Geographical Area : Kingdom of Saudi Arabia in respect of Sections 1 to 6
Worldwide in respect of Section 7

Premium : As Agreed

Premium Payment Terms : 100% at inception of cover

Sum Insured / Limit of Liability :

Section 1: Buildings

1. SR -----

Section 2: Contents

Items		SR	-----
a)		SR	-----
b)		SR	-----
c)		SR	-----

- a) In respect of any one article (furniture household appliances radio and television sets pianos and organs excepted) 5 per cent of the Total Sum Insured on Contents unless such article is declared and insured as a separate Item of the Contents.
- b) In respect of all platinum gold and silver articles jewellery and furs one-third of the Total Sum Insured on Contents unless specially agreed herein.
- c) In respect of loss or damage occurring during any one Period of Insurance the Sum Insured on each Item of the Contents.

Provided that the Contents shall be deemed to exclude:

- a) property more specifically insured under another policy.
- b) deeds bonds bills of exchange promissory notes cheques travellers' cheques securities for money stamps documents of any kind cash currency notes manuscripts medals coins motor vehicles and accessories and livestock unless specially mentioned herein.
- c) any part of the structure or ceilings of the Buildings wallpapers and the like or external television and radio antennae aerials aerial fittings masts and towers.
- d) any property the value of which is included in the Total Sum Insured on Buildings.



Section 3: Servants Property

NIL

% of the Total Sum Insured on contents

Section 4: Alternative Accommodation

NIL

% of the Total Sum Insured on Buildings and Contents

Section 5: Liability to the Public

NIL

Any one claim or series of claims arising out of one event

Section 6: Compensation for Death of the Insured

NIL

Section 7: Personal Property (All Risks)

SR -----

As per undernoted Schedule of Insured Items

Individual items as per itemized inventory provided to the Company

Notwithstanding anything contained in this Policy to the contrary it is understood and agreed that cover under Section 7 is restricted to within Kingdom of Saudi Arabia.

Deductibles : -----

Conditions / Warranties

- : 1) Memoranda attached
2) Subject to No Losses/Claims and/or incidents giving rise to a claim as at -----
3) Warranted that the Insured must comply with all Regulatory Requirements in accordance with Regulator Circular No. 73 and cover subject to submission of Valid Civil Defense License (Memoranda 23 attached).
4) **SIMAH CLAUSE:** The Company has the right to include the name of the insured in the Saudi Credit Bureau (SIMAH) system if the insured defaults in paying the amounts due to the Company, whether insurance premiums or claims recoveries.

Dated: -----

Signed for and on behalf of

ARABIAN SHIELD COOPERATIVE INSURANCE COMPANY

Signature: _____



Attaching to and forming a part of Householders Policy No. -----

In the name of -----

1. 85% AVERAGE CLAUSE

It is hereby declared and agreed that if at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against the sum insured thereon be less than 85 percent of the value of the property, Insured shall be considered as being his own Company for the difference between the sum insured and the full value of the property insured at the time of such fire or at the commencement of such destruction or damage and he shall bear a rateable share of the loss accordingly."

2. CLAIMS NOTIFICATION CLAUSE

On the happening of any loss destruction or damage which may result in a claim under this insurance the Insured shall as soon as practicable give notice thereof in writing to the Company but in any event within 30 days of such loss destruction or damage. Inadvertent failure of the Insured to report any loss destruction or damage shall not invalidate a claim.

3. REINSTATEMENT CLAUSE

It is hereby declared and agreed that in the event of property insured (other than stock in trade or merchandise) under this Policy being destroyed or damaged, the basis upon which the amount payable under the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured Property when new, subject to the following Special Provisions and subject also to other Terms and Conditions of the Policy save insofar as the same may be varied hereby

Special Provisions

- i. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this Condition had not been incorporated therein shall be made.
- ii. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Insurers shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this Condition had not been incorporated therein.
- iii. If at the time of replacement or reinstatement the sum representing 85% of the cost which would have been incurred in the replacement or reinstatement of the whole of the Property covered had been destroyed, exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by the Policy then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Clause applies shall be separately subject to the foregoing provision.
- iv. This Condition shall be without force or effect if
 - a. the Insured fails to intimate to the Company within six months from the date of destruction or damage or such further time as the Company may in writing allow, their intention to replace or reinstate the property destroyed or damaged
 - b. the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.



4. AUTOMATIC REINSTATEMENT OF SUM INSURED

It is hereby agreed that any loss destruction or damage covered under this Policy shall not reduce the limit of liability. The Sum Insured on that part of the property lost destroyed or damaged shall be automatically restored from the date of the loss and in consideration of this an additional premium (calculated at pro rata terms from the date of the loss to the expiry of the Period of Insurance) shall be payable by the Insured.

If the actual reinstatement is more expensive than the original Sum Insured for the damaged item the revised value shall be declared by the Insured and the Sum Insured under the Policy increased with effect from the date of declaration. Until such declaration the Company's liability will remain at the original level.

5. WASTE REMOVAL WARRANTY

Warranted that, during the currency of this policy, all oily and/or dirty wastes and greasy cleaning cloths be placed in metal receptacles and removed daily from the premises before closing and that paper cuttings and/or trade refuse be swept up and bagged daily and removed from the premises at least once a week.

6. HOUSEKEEPING WARRANTY

Warranted that the insured premises must be maintained in very good condition and should maintain tidy housekeeping

7. ELECTRONIC DATE RECOGNITION CLAUSE

This insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- b) any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

8. ELECTRONIC DATA ENDORSEMENT B

- a) Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.



- ii) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

b) **Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

9. INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE - NMA 2912

This policy excludes:

- (i) loss of, alteration of, or damage to:
or
(ii) a reduction in the functionality, availability or operation of:

a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder of the insured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow .

10. INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE

This Policy does not cover any liability in respect of:

- a) Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always 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 indemnifiable sudden, unintended and unexpected happening during the Period of Insurance.
- b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise indemnifiable sudden, unintended or unexpected happening during the Period of Insurance.
- c) Fines, penalties, punitive or exemplary damages.

Furthermore it is agreed that the Company is only liable for such claims which have been reported to the Company within twelve months from the occurrence of the otherwise indemnifiable happening.

This Clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

11. NUCLEAR RISKS EXCLUSION

NUCLEAR ENERGY RISKS IN ACCORDANCE WITH THE [NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (1994) NMA 1975(A) – 10/3/94]. INCLUDING NUCLEAR FISSION, NUCLEAR FUSION OR CONTAMINATION BY RADIOACTIVITY

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

For all purposes of this Agreement Nuclear Energy Risks shall mean all first party and/or third party insurances (other than Workers' Compensation and 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 shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any 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 not coming within the scope of (i) above.

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

However, the above exemption shall not extend to:

1. The provision of any insurance whatsoever in respect of:
 - a) Nuclear Material;
 - b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance for the undernoted perils:
 - Fire, lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association

In respect of any other Property not specified in 1 above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

“Nuclear Material” means:

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

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

“Nuclear Installation” means:

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

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

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

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

“High Radioactivity Zone or Area” means:

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



12. CYBER RISKS EXCLUSION CLAUSE

1. Notwithstanding any provision to the contrary within this insurance, this insurance 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.

13. SANCTIONS EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or pay 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 resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

14. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations from 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.
- 5 any chemical, biological, bio-chemical or electromagnetic weapon.

15. POLITICAL RISKS EXCLUSION

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

1. war, civil war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not); or
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 or 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 mean 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) of 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
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.

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16. TOTAL ASBESTOS EXCLUSION

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

17. TRANSMISSION AND DISTRIBUTION LINES EXCLUSION

All transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations including substations of any description. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies to both above and below ground equipment which are more than 1000 meters from an insured's premises or as defined in the insured's original policy.

This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss, and/or other contingent losses related to transmission and distribution lines.

It is understood and agreed that public utilities extension and/or suppliers extension and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' policy.

18. NUCLEAR / CHEMICAL / BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by and act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion 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 conjunction with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.



If the insurer allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the insured.

19. WAR AND TERRORISM EXCLUSION ENDORSEMENT

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

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
or
2. any act of terrorism. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 (1) and/or (2) above.

If the insurer 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.

20. DATA EXCLUSION CLAUSE

LOSS OR DAMAGE TO DATA OR CAUSED DIRECTLY OR INDIRECTLY BY DATA PROBLEMS IN ACCORDANCE WITH THE ["DATA EXCLUSION – DIRECT DAMAGE"] ["DATA EXCLUSION – BUSINESS INTERRUPTION"] CLAUSE

1. Data Exclusion – Direct Damage

1. (i) This Agreement does not cover "data"
(ii) This Agreement does not cover loss or damage caused directly or indirectly by "data problem", however, if loss or damage to property insured by the original insurance policy that is directly caused by fire, lightning explosion, smoke, leakage from fire protective equipment, impact by aircraft, spacecraft or land vehicle, windstorm or hail, earthquake, tsunami, flood, freeze or weight of snow, this exclusion (ii) shall not apply to such resulting loss or damage.
2. **"Data"** means representations of information or concepts, in any form.
3. **"Data problem"** means:
 - (i) Erasure, destruction, corruption, misappropriation, misinterpretation of "data"
 - (ii) Error in creating, amending, entering, deleting or using "data"; or
 - (iii) Inability to receive, transmit or use "data"
4. **Records:** The liability of the Insured under this Agreement for loss or damage to:
 - (i) Books of accounts, drawings, card index system and other records, other than as described in (ii) below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records;
 - (ii) Media, data storage devices, and programme devices for electronic and electromechanical data processing or for electronically controlled equipment, notwithstanding that "data" is not covered, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or "data" for such reproduction.

2. Data Exclusion – Business Interruption

1. Subject to a) and b) following, The Insured shall not be liable under this Agreement for loss of "Business Income" directly or indirectly caused by "data problem".



- a) If "data problem" results in direct physical loss of or damage to property at the premises caused by: fire, explosion, smoke, leakage from fire protective equipment, lightning, impact by aircraft, spacecraft or land vehicle, windstorm or hail, earthquake, tsunami, flood, freeze or weight of snow, this exclusion shall not apply to resulting loss of "Business Income" suffered through such resulting loss or damage.
 - b) If "data problem" is the direct result of: fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, smoke, leakage from fire protective equipment; windstorm or hail, earthquake, tsunami, flood, freeze or weight of snow, at the premises this exclusion shall not apply.
2. "Data" means representation of information or concepts, in any form.
 3. "Data problem" means:
 - (i) Erasure, destruction, corruption, misappropriation, misinterpretation of "data",
 - (ii) Error in creating, amending, entering, deleting or using "data", or
 - (iii) Inability to receive, transmit or use "data"

21. INFECTIOUS / CONTAGIOUS DISEASES EXCLUSION

Notwithstanding any provision of this Agreement including any exclusion, extension or other provision included herein which would otherwise override a general exclusion, all losses, damage and resultant business interruption and/or contingent business interruption, and costs in connection with or arising directly or indirectly from infectious and/or contagious disease, including any contamination/any decontamination/any disinfection, and or any act of a lawfully established authority in relation to closure, restriction or prevention of access, in dealing with the foregoing is excluded.

22. ABSOLUTE FUNGI LIABILITY EXCLUSION

This Agreement shall not apply to and does not cover any claim or claims in respect of loss or losses arising, directly or indirectly, from:

1. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any Fungi or Spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of Fungi or Spores; or
2. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with 1 above; or
3. any obligation to pay damages, share damages with or repay someone else who must pay damages, because of such loss or losses referred to in paragraph 1 or 2 above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such loss or losses.

The following definitions apply to this exclusion:

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic; and any substance, vapour or gas produced by, emitted from or arising out of any Fungi or Spores or resultant myco toxins, allergens, or pathogens.

Spores includes, but is not limited to, any reproductive particle or microscopic fragments produced by, emitted from or arising out of any Fungi.

23. TOXIC MOULD EXCLUSION CLAUSE

This insurance does not apply to:

Fungi or Bacteria

- a) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for 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, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b) Any loss, cost or expenses 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.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The following definition is added to the Definitions Section:



"Fungi" means any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or damage.

Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

24. GRADUAL POLLUTION EXCLUSION

This Agreement excludes all losses arising from pollution or contamination except, unless otherwise excluded, destruction of or damage to the property insured caused by:

- pollution or contamination which is caused by a sudden, unintended and unexpected happening during the period of this Agreement and which itself results from a peril reinsured against.
- any peril reinsured against which itself results from a pollution or contamination.

This Agreement also excludes liability in respect of disposal of or dumping of any waste of materials or substances.

This Agreement does not cover fines, penalties and punitive or exemplary damages.

25. UNDERGROUND WATER TABLE EXCLUSION CLAUSE

It is hereby declared and agreed that the insurance by this Policy excludes any loss, destruction or damage directly or indirectly caused by water below the surface of the ground, including such water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

26. COMMUNICABLE DISEASE EXCLUSION LMA 5394 (AMENDED)

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, a rising 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.

Notwithstanding the foregoing, losses resulting directly or indirectly from, or caused by, contributed to by, resulting from, arising out of, or in connection with any otherwise covered peril under the original Policy and not otherwise excluded under this insurance agreement shall be covered

27. SEEPAGE, POLLUTION, CONTAMINATION EXCLUSION CLAUSE (NON-MARINE)

This insurance agreement does not cover any loss and/or damage and/or costs and/or expenses arising directly or indirectly from seepage and/or pollution and/or contamination, except for:

- Seepage and/or pollution and/or contamination of insured property which results from fire and/or explosion as reinsured by this insurance agreement.
- Fire and/or explosion as reinsured by this insurance agreement which results from seepage and/or pollution and/or contamination.

Under no circumstances shall land and/or water and/or air be considered insured property under this insurance agreement.

SUBJECT OTHERWISE TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE POLICY.