

# HOUSEHOLDERS COMPREHENSIVE INSURANCE

## UNDER THIS POLICY

It has been agreed between **The First Takaful Insurance Co. K.S.C.C. (Administrator of the Contributors' Fund)** (referred herein as "**The Company**") and The Contributor (Member of the Contributors' Fund) mentioned in this policy schedule

That If The Insured Risks are realized by act of any the covered accidents at any time throughout the insurance period mentioned in the schedule (or any subsequent period) provided the Contributor having contributed or agreed to contribute to the Contributors' Fund the sum shown as the contribution for such insurance, The Contributors' Fund undertakes to pay compensation provided it's liability at any event shall not exceed the insured amount shown in the policy schedule for every paragraph thereof, and in so far it is not in contradiction with Islamic Shariah.

Such obligation by the company is subject to the conditions set forth herein and to any conditions attached therewith, endorsed thereon or added thereto in other form in future and considered as an integral part thereof.

## SECTION 1: THE RESIDENCE / BUILDING AND IT'S CONTENTS

The Company undertakes to compensate the Contributor within the limits stated in the schedule for the damage or loss sustained in the residence / building or its contents as a direct result for any of the following hazards:

1. Fire and Lightening
2. Explosion of gas cylinders and pipes or boilers used for domestic purposes.
3. Explosion of fresh water pipes or flooding of it's tanks.
4. Sandstorms, hurricane and floods (provided the company liability shall not exceed five percent of the insured amount for the properties).
5. Falling or collision of aerial devices such as airplanes or a part thereof.
6. Impact of vehicles which are not under the custody or possession of the Contributor or any of his family members or those residing with him (except the gates and doors used for entry of vehicles inside the house or garage).
7. Breakage of glass or mirrors fixed in the house, basins, sinks, and antennas not exceeding Twenty Dinars pre occurrence.
8. Theft or forced entry, break in attempts causing damage, and climbing or drilling a hole provided that the company's liability for reimbursement in respect of money does not exceed one hundred Dinars. This does not include mysterious disappearance of objects.

This policy may cover loss or damage as a direct result for any or the aforesaid risks (excluding those mentioned in items 4, 6,7 & 8 above) which may occur to the insured contents while they exist temporarily outside the residence for a period not exceeding thirty days (provided that they are not covered under any other insurance policy) within the 10% of the insured amount for the contents provided the Contributor shall bear twenty Dinars per occurrence.

In order to obtain such additional coverage, the Contributor is required to notify the company and obtain an endorsement for the policy in this regard.

## SECTION 2: LOSS OF RENT

The Company undertakes to pay compensation to the Contributor for the cost of renting another house or Hotel as long as it falls within the rent allowance of his own house, or similar rent in case of a fire accident which renders the house inhabitable provided the period for which he is entitled to compensation shall not exceed the period necessary to rebuild the

house to a state which is suitable for residence or three months whichever is less, provided that the company's liability within the insurance period shall not exceed 10% of the insured amount for the contents.

### **SECTION 3: THIRD PARTY LIABILITY TOWARDS THE OWNER AND LESSOR**

The Company undertakes to compensate the Contributor for the judgement delivered against him by the court as a result of his responsibility towards the owner of the leased house for any losses or damage occurring during the insurance period as a result of the risks set forth in the first section and provided The Company liability for any single accident or more during the insurance period shall not exceed the equivalent to the amount of insurance on the contents or Ten thousand Kuwaiti Dinars, whichever is less.

### **SECTION 4: THIRD PARTY LIABILITY**

The Company undertakes to compensate the Contributor or any judgment rendered by the court against him as a result of the responsibility towards others (except his family member or whoever under his service or those permanently residing with him) for the accidents occurring during the insurance period because of using the residence and which result to their death or physical injuries or damage to their properties (except the losses and damages that occur to the funds under the custody of the Contributor or to any other person among his family members or those residing with him or under a service) within the limitations set forth in the schedule.

### **GENERAL CONDITIONS**

#### **1. THE CONDITIONS OF THE SCHEDULE**

This policy as well as its pertinent schedule are considered as an indivisible and integral part. Everywhere which has specific meaning in the schedule or any part of the policy shall have the same meaning whenever it is mentioned and the data stated in the insurance request are considered as the basis of the contract.

#### **2. PROTECTION OF THE INSURED PROPERTY**

The Contributor should take the necessary precautions to protect their properties and in particular should lock the doors, windows and other exits tightly. It is also provided for the existence of The Company that the Contributor should take all the necessary precautions to prevent the occurrence of such risks and he should act throughout the insurance validity period like the prudent person who is not enjoying with the insurance cover.

#### **3. MISREPRESENTATION REGARDING INSURED PROPERTY**

Every omission in statement or misrepresentation upon the part of the insured who is not proved to be in bad faith connected with data in relation to any insured properties hereunder or connected with a building containing said properties which was important for the company to know in order to evaluate the damage, shall result to the payment of compensation in proportion with the contribution collected under this policy to the extent of the payable contribution if the statement is correctly made regarding these properties or the building containing them unless such omission or misrepresentation is forming the basis for accepting the risks in such an event, he shall finally lose his right for compensation

#### **4. AMENDMENTS OCCURRING TO THE INSURED RISKS**

The Contributor should notify the company about any amendment which may cause an increase the insured amount and the payment of additional contributions in connection with such increase and if the amendment have occurred during the insurance period and which cause acute strength of any of the risks covered under this policy, the insurance validity shall not extend to the risks handled in such amendment unless the Contributor obtains a written consent from the company.

## **5. THE RESIDENCE VACANCY**

In case of leaving the residence vacant for a period exceeding forty five days consecutively within the insurance period the insurance validity under this policy shall not extend to cover any period in excess of the said forty five days period however, the Contributor may request the continuation of it's validity for a period exceeding the same in consideration of paying the suitable contribution.

## **6. DECLARING THE OTHER INSURANCE**

The Contributor undertakes to notify the company in writing about any other insurance or insurance's which are effective at the time of concluding in the future for any of the insured properties. In case of failure to notify prior to the occurrence of the destruction or damage, the right of the Contributor in compensation shall be considered elapsed and the company shall retain the contribution under this policy unless failure to notify is attributed to force majeure approved by the company.

## **7. SHARING THE INSURANCE**

If it was valid in the time of the accident from which the losses or damage to the insured properties are arising under this insurance policy or other total insurance's securing the same properties, which the Contributor or any other person had concluded it, the company shall only be obliged to compensate this losses or damages pro-rata the insured amount with it to the total insured amounts for the same properties.

## **8. COMPENSATION CLAUSE**

The insurance may not at any event be a source of profit for the Contributor but the sole purpose for the insurance is to compensate the Contributor for the material damages sustained in the insured properties according to their real value in the time of the accident and as a result thereof, it is apparent from the amicable assessment between the two parties hereto or through expert assessment that the value of the insured properties were less than the insured amount, the Contributor shall not be entitled to compensation except for the actual and evident losses.

## **9. PRO RATA CONDITIONS**

If it is found in the time of a second accident that the actual value of the insured properties is exceeding the insured amount, the Contributor shall be considered as securing himself for the difference of the two values and in such event, he shall bear his share of the happened destruction or damage on pro rata basis. If the policy contained more than one item separately from each other, such condition shall be applied on every item separately.

## **10. REINSTATING THE INSURANCE AMOUNT**

The amount of this insurance policy shall be reduced after every accident to the equivalent of the value of the damages admitted by the company and for which it paid compensation however, the Contributor may request to reinstate the insured amount to it's original value against the payment of a pro rata contribution for the remaining period until the expiry of the insurance period.

## **11. ACCIDENT NOTICE:**

**1<sup>st</sup>** :The Contributor undertakes upon the occurrence of an accident, to notify the company promptly thereabout and to use all means available with him to stop the wide spreading of the accident, save the insured properties and protecting them thereafter and submit the following documents to the company within not later than fifteen days from the date of the accident or any other longer period granted to him by the company in writing.

- (a) Statement of losses and damages caused by the accident including a detailed and accurate statement to the possible extent for the different properties sustained destruction or damage and the value of damages arising thereof subject to their value in the time of the accident without adding any profit.

- (b) Detailed statement for all other insurance policies which would have been effected regarding the said properties wholly or partially.
- (c) The Contributor also undertakes to procure and submit to the company, whenever it requests, and at his own cost all details, designs, measurements, books, receipts, bills, copies and photocopies and of these documents as well as the supporting documents and any other information related to the claim, the origin of the accident, its cause, the circumstances of losses and damage or related to the company liability or with the value of compensation due thereon.

**2<sup>nd</sup>** : If the Contributor did not carry out the obligations provided for in all the above or delayed the performance thereof, he shall lose his right for any compensation under this policy unless it is evident from the circumstances that his delay is attributed to a valid excuse.

**3<sup>rd</sup>** :In all events, the company acknowledgement for any material event related to the accident shall not be considered as an evident for the company admission for the right of compensation

## **12. ELAPSE OF THE RIGHT:**

All the rights of the Contributor towards compensation by virtue of this policy shall elapse if the claim contained fraud under any manner whatsoever or if false statements are submitted or used to support the claim or if any data are hidden which ought to be submitted or if the Contributor or his representative adopted deceptive methods or manners aiming to obtain any benefit under this policy or if the destruction or damage has occurred in bad faith by the Contributor or his collusion or if the Contributor purposely precluded the salvage under any form whatsoever or if he disposed of the insured properties wholly or partially in a way that leads to aggravation of damage or if the Contributor effected a compromise or negotiated with a third party whose mistake caused the occurrence of the accident without the knowledge and approval of the company.

## **13. RIGHTS OF THE COMPANY UPON THE OCCURRENCE OF RISK:**

Upon the occurrence of destruction or damage to the properties insured under this policy, the company may.

- (a) Enter the building where the destruction or damage occurred and take the delivery of or supervise it.
- (b) Take the delivery or request the delivery of any of the insured properties existing in the residential building in the time of destruction or damage.
- (c) Keep any of these properties, inspect, arrange and transfer them or take any other procedures in its regard.
- (d) Sell of any of these properties or dispose them of for the account of the party who is entitled thereto.

The company shall continue practicing its rights which this condition has vested to the company at any time and shall only expire by receiving a written notice from the Contributor stating that he is not entitled to claim compensation under this policy or to withdraw the claim in case the Contributor has previously submitted or to determine the request finally by the company.

The company, upon practicing expressly or implicitly the procedures authorized to it in accordance with such condition, shall not bear any responsibility towards the Contributor and the same shall not impair its rights by virtue of the policy conditions when it pays any claim addressed to the company.

If the Contributor or his representatives did not execute the company demands or prevented the company from practicing the rights authorized to the company under this clause or if the Contributor obstructed the company performance for the same, the rights for him as well as his successors under this policy shall elapse. The Contributor under any event shall not have

the right of abandoning any of the properties insured under this policy whether they are under the possession of the company or not.

#### **14. SETTLEMENT OF COMPENSATION:**

The insured amount shall not constitute an acknowledgement for the value of the insured properties nor an evidence for their existence in the time of the accident and the Contributor should prove the same through our all means and documents and the company shall have the option instead of paying the amount of destruction or damage, to reinstate the properties sustained destruction or damage or any part thereof to its original condition or to replace them and the company may also participate with the other insurers in such action however the company shall not be bound to reinstate the properties to its original condition perfectly and completely but to the extent permitted by circumstances and in a sufficient and reasonable manner and the company shall not be obliged to spend on the reinstatement action more than the amount which shall reinstate the properties to its original conditions existing in the time of the occurrence of destruction or damage and the company shall not be liable for spending any amount more than the insured amount.

If the companies decided to instate the properties to its condition existing in the time of accident or to replace them, the Contributor at his own cost should provide the company with charts, specifications, measurements, quantities and other details as required by the company.

The steps taken by the company or those entrusted by the company to third parties for the purpose of reinstatement or replacement are not considered as acknowledgement for obligation upon the part of the company. Further, if it is difficult for the company under this choice to reinstate the properties to its condition existing in the time of the accident to replace them due to the effective regulations which affect the planning of streets, constructing the buildings or other reasons, at any of these events the company shall be only liable for the payment of the amount necessary for reinstatement or replacement presuming that the properties may not be reinstated to its original condition.

#### **15. SUBROGATION OF RIGHTS:**

The Contributor undertakes whether before or after he is paid the compensation by the company, to carry out, allow or contribute at the cost of the company in carrying out whatever is necessary or as requested by the company in order to enable the company to invoke the rights, commence the cases in which the company shall replace the Contributor and obtain a discharge or the damage which the company is entitled to from third parties after the Contributor is compensated hereunder.

The Contributor at any event may not assign his right to pursue those responsible for destruction or damage sustained in the insured properties, their sponsors and guarantors.

#### **TERMINATING THE INSURANCE:**

The Company has the right, upon termination of membership by the Contributor, to hold or refund the full contribution or part thereof, as per rules and regulation of the Company. The company is also entitled to terminate the insurance at any time of its choice provided the company shall notify the Contributor in writing fifteen days in advance and the Contributor in such event shall have the right to recover a part of the contribution in proportion with the period remaining from the policy.

#### **16. NOTICES:**

All notices and communications required under the provisions of this policy shall be in writing and served to the address mentioned therein in respect of the company and Contributor.

## **17. ARBITRATION CLAUSE:**

All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon single Arbitrator or to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering the reference. The Umpire shall sit with Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in the discretion of the Arbitrators or Umpire. If the Company shall disclaim liability to the Contributor for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## **18. PRESCRIPTION:**

All legal claims arising of this policy shall elapse by prescription after the passing of three years period from the date of the accident which generated such claims and such period shall only apply:

- (a) From the date on which the company knows or discovers that the Contributor has hidden substantial data or submitted data which are not true in relation to the origin of the claim.
- (b) From the date on which the Contributor knew about the occurrence of the accident related to the claim.

## **19. COURT JURISDICTION:**

The provisions of this policy shall be governed by the Laws of The State of Kuwait and the Courts located at the area of the company head office, shall have jurisdiction to determine all the differences arising of this policy.

## **20. EXCLUSIONS**

This policy shall not guarantee or cover:

- a) Stamps, instruments and cheques, securities, bullion, non-installed precious stones, maps, drawings and designs, forms, models, plants and trees in gardens and balconies.
- b) Mechanic or electric breakdown or failure in the domestic apparatus and instruments.
- c) Destruction or damage caused or arising directly or indirectly of the frozen water in the air conditioning devices, sewerage water flooding and the water lacked from the corroded drains or pipes.
- d) Destruction or damage caused by or arising directly or indirectly of nuclear weapons and substances, anodized radiation, pollution due to radiation from any nuclear fuel or wastes as a result of the nuclear fuel combustion or any nuclear self fission.
- e) Destruction or damage caused by or arising directly or indirectly from war, invasion, foreign enemy acts, aggression, military operations (whether the war declared or not) civil commotion, insurrection, civil war or rebellion, revolution, conspiracy, military force of different kinds, usurped power, forfeiture, nationalization, seizure, martial law, blockade or any accidents or causes reacquires the declaring of or continuing the martial laws or in case of blockade, riot, sabotage, worker strike & factories lock out.

The destruction or damage occurs during the existence of extra-ordinary conditions (whether material or otherwise) which is caused by any of the aforesaid events to

which it is attributed, arising thereof or connected therewith, is considered as destruction or damage not covered under this insurance except to the extent in which the Contributor can prove that such damage or destruction has occurred independently from the existence of such extra-ordinary conditions and the Contributor shall be liable for proving that the destruction or damage is covered under this insurance at any proceeding, action or litigation in which the company alleges that the same is not covered under the insurance on the basis of the provisions of this condition.

- f) Destruction or damage caused by or arising directly or indirectly from the intentional acts by the Contributor or inducement or collusion.
- g) Destruction or damage occurs in the insured properties if a part of the accommodation is leased unless the company is notified about the same in
- h) advance and approved by it in writing in consideration of collecting the appropriate additional contribution.
- i) The theft occurs to the properties existing on roof or the placed annexed to the house, balconies or gardens unless the same is expressly provided for in the insurance policy in consideration of collecting the appropriate additional contribution.
- j) Expenses for removing the debris arising of any damage sustained in the building.
- k) Damages arising as a result of any order from military, municipal or health authority.
- l) Any responsibility established under agreement which would not have been existed but for such agreement.
- m) Any consequential or indirect loss which is resulted or may result from a covered accident other than the rent compensation.

## **21. TAKAFUL CLAUSE**

This Insurance Policy has been issued by **The First Takaful Insurance Co. k.s.c.c. (Administrator of the Contributors' Fund)**. The acceptance of this policy carries an absolute and unconditional undertaking by the Contributor to agree and accept the distribution of net surplus of Contributors' Fund at the end of each financial year according to the formula fixed by the Company and approved by its Shariah Committee.

## شُرط الأمن والسلامة

مع مراعاة عدم الإخلال بالشروط الواردة بهذه الوثيقة ، يلتزم المشترك طوال سريان هذا التأمين بالشروط التالية :

### • البند الأول:

- مراعاة اشتراطات الأمن والسلامة الصادرة عن الجهات الرسمية وما تتطلبه عمليات مكافحة الحرائق من توفير أجهزة ومعدات إطفاء صالحة للاستعمال بصفة دائمة تتناسب عددا مع حجم المنشأة ونوعا مع طبيعة الحريق المحتمل نشوبه وان يجرى توزيعها توزيعا مناسبيا على أماكن العمل وحيثما يمكن استعمالها دون عائق عند نشوب أي حريق والتخلص أولا بأول من البقايا ومخلفات العمل ومراعاة أصول التخزين وعدم تكديس البضائع أو غيرها مع ترك مسافات أو ممرات كافية بينها لتيسير عمليات مقاومة الحريق .

- اتخاذ ما يلزم نحو تدريب العاملين على كيفية استخدام أجهزة ومعدات إطفاء الحريق المتوفرة بالمنشأة .

- استدعاء فرق الإطفاء العام فورا وبمجرد نشوب الحريق.

### • شرط خاص بالأخطار الصناعية والمستودعات:

- توفير مصدر للمياه بضغط مناسب لاستخدامه في إطفاء الحرائق أو في عمليات تبريد الأواني أو المستودعات المحتوية على مواد قابلة للاشتعال ، وفي حالة تعذر امتداد مصدر المياه العام إلى المنشأة فيجب إعداد مستودع عال للمياه تحت ضغط مناسب لإمكان سحب المياه إلى أي موقع في المنشأة وإعداد مضخات للمياه مزودة بالأنابيب والتوصيلات لسحب المياه من أية مستودعات أخرى أو مجرى مائي قريب.

- إعداد فرقة إطفاء مدربة تتواجد بالمنشأة طوال ساعات العمل على أن يتواجد العدد الكافي منهم ضمن فرقة الحراسة عند توقف العمل.

- إعداد وسيلة اتصال مباشرة مع فرق الإطفاء العام في المدينة لسرعة الاتصال بها واستدعائها في حالة نشوب حريق لتتمكن الفرقة المحلية من القيام بإطفائها بالمعدات المتوفرة لديها.

## شُرط استثناء المتفجرات

من المعلوم والمتفق عليه أن هذه الوثيقة لا تغطي الخسارة أو الأضرار المباشرة و/أو غير المباشرة الناتجة عن مخلفات الغزو العراقي الغاشم من صواريخ و / أو الألغام و/ أو القنابل و/أو المتفجرات و/أو أي شركاء حربية و/أو مهمات حربية و/أو ما إلى ذلك

فيما عدا ذلك تبقى جميع بنود وشروط واستثناءات الوثيقة كما هي دون تغيير .

## اشتراقات التأمين للمدة القصيرة

* التأمين لمدة شهر أو جزء من الشهر	25.00 % من الاشتراك السنوي
* التأمين لمدة شهرين	37.50 % من الاشتراك السنوي
* التأمين لمدة ثلاثة أشهر	50.00 % من الاشتراك السنوي
* التأمين لمدة أربعة أشهر	62.50 % من الاشتراك السنوي
* التأمين لمدة ستة أشهر	75.00 % من الاشتراك السنوي
* التأمين لمدة ثمانية أشهر	87.50 % من الاشتراك السنوي
* التأمين لمدة تسعة أشهر	100.00 % من الاشتراك السنوي



## شروط استثناءات الحرب ..... إلخ المعدل

بالرغم مما ورد في هذه الوثيقة أو أي ملحق بها ، فمن المصرح به والمتفق عليه بموجب هذا كاستثناء مسبق لجميع الشروط الأخرى ، أن هذا التأمين لا يغطي أية خسارة أو هلاك أو ضرر للأعيان المؤمنة. أو خسارة نتيجة لها تحصل بسبب أو بواسطة أو نتيجة لأي من الأحداث التالية .

(1) الحرب أو الغزو أو أعمال العدو الأجنبي أو الأعمال العدوانية أو العمليات شبه الحربية ( سواء أعلنت الحرب أم لا ) أو الحرب الأهلية .

(2) التمرد أو الاضطرابات المدنية التي هي بحجم أو درجة الانتفاضة الشعبية أو الانتفاضة العسكرية أو العصيان أو الثورة أو الفتنة أو إقامة الحكم العسكري أو اغتصاب السلطة أو الحكم العرفي أو حالة الحصار أو أي من الأحداث أو الأسباب التي تستدعي إعلان أو استمرار الحكم العرفي أو حالة الحصار .

(3) المصادرة أو التأميم أو الاستيلاء أو هلاك أو ضرر للأعيان المؤمنة بواسطة أية حكومة أو سلطة شعبية أو محلية .

(4) الأعمال الإرهابية التي يرتكبها شخص أو أشخاص لصالح أو بالارتباط مع أية منظمة

لغرض هذا التأمين فإن ( الإرهاب ) يعنى استخدام العنف لأهداف سياسية ويشمل أي استخدام للعنف بهدف وضع المجتمع أو أي جزء منه في حالة خوف .

(5) الطاقة الذرية أو التفاعل النووي أو الإشعاع النووي أو التلوث الإشعاعي.

(6) أي فعل صادر عن أي سلطة شرعية معنية بهدف قمع أو منع أو محاولة منع أو التقليل من عواقب أي من الأحداث الواردة في البنود (3/2/1) المذكورة أعلاه .

في كل ادعاء وفي كل قضية أو دعوى أو إجراءات أخرى لدعم مطالبة عن خسارة أو ضرر بموجب هذه الوثيقة ، فإن عبء إثبات أن الخسارة أو الضرر ليست من ضمن الاستثناءات (6/5/4/3/2/1) أعلاه يقع على عاتق المشترك.

يطبق هذا الاستثناء المسبق على الوثيقة أو أي ملحق سواء صدر هذا الملحق قبل أو بعد هذا الاستثناء المسبق .

## **TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this agreement does not cover any loss damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from happening through, arising out of or in connection with any act of terrorism regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage, cost or expense is not covered by these insurance agreements, the burden of proving that such loss, damage, cost or expense is covered shall be upon the contributor.

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

All other terms and conditions of this Policy remain unchanged.

## **IT CLARIFICATION CLAUSE**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed that property damage covered under this Policy shall mean physical damage to the substance of property

Physical damage to the substance of property SHALL NOT include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are EXCLUDED from this Policy:

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

All other terms and conditions of this Policy remain unchanged.

## **SEEPAGE/ POLLUTION/ CONTAMINATION EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this insurance Policy or any endorsement thereto, this Policy does not cover any loss damage, cost or expense of whatsoever nature 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 insured by this insurance Policy,
- Fire and/or explosion as insured by this insurance Policy which result 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 Policy.

All other terms and conditions of this Policy remain unchanged.

## **POLITICAL RISKS EXCLUSION CLAUSE**

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

- (1) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war.  
Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.  
Mutiny, Civil Commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, Martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (2) Any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of a 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, ethnic or similar purposes or reasons including the intention to influence any government and / or to put the public, or any section of the public, in fear.

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

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

#### **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 Insures 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.

#### **TOTAL ASBESTOS EXCLUSION**

It is hereby understood and agreed that this Insurance 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.

#### **شرط استثناء أعمال الشغب/ إضراب العمال/ الاضطرابات الأهلية والأضرار العمدية.**

من المفهوم والمتفق عليه ما لم ينص على غير ذلك صراحة ، أن هذه الوثيقة لا تغطي الخسارة أو الضرر الذي ينشأ ( سواء من الحريق أو خلافه ) بشكل مباشر أو غير مباشر من جراء أعمال الشغب ، إضراب العمال ، الاضطرابات الأهلية والأضرار العمدية .

أما بقية بنود وشروط واستثناءات الوثيقة فتبقى كما هي دون تغيير

#### **TRANSMISSION AND DISTRIBUTION LINES EXCLUSION CLAUSE**

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

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

This exclusion applies to both physical loss or damage to equipment and all direct business interruption and consequential loss.

## Loss of Rent

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It is understood and agreed that this policy is extended to indemnify the Contributor for actual loss of rent up to but not exceeding **the declared amount** in all being the rent for Three months, if during the period of insurance under this Policy the Contributor's premises are destroyed or damaged by any Peril Insured under this Policy and the premises shall in consequence be untenable.

**Provided that:**

The Contributor shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish the loss.

Warranted that:

This policy indemnifies the Contributor for actual loss of rent and for a period not exceeding **3 months**, which in no case shall exceed the indemnity limit as stated hereinafter.

**Indemnity Period : 3 Months**

**The excess applicable for this cover is the first 7 days.**

In consideration of the above the following additional contribution is due from the Contributor.

Additional Contribution: (Included in the policy)

Otherwise subject to the same terms, conditions and limitations of the said policy.