

## Policy Disclosure Statement

The details of **your policy** are in this **Policy**. In the first section **you** will find explanations of how **your benefits** will be paid, along with information on how **your policy** works, how to make changes as well as how **your policy** continues and how to cancel **your policy**.

Always, if there's anything that **you** don't understand or **we** can help **you** with, please don't hesitate to get in touch.

As **your policy** is placed with **us** by an intermediary (insurance agent or insurance broker), please consult with **your** intermediary whenever **you** wish to inquire or be assisted concerning **your policy**.

This **Policy** wording version is: **KIL2015CHA01**.

### Chapter 1: General

This policy is a contract entered into between the insurance company stated in the Certificate of Insurance (hereinafter: "the company") and the insured specified in the Certificate of Insurance (hereinafter: "the insured").

Whereas the Insured, whose name, and the essence of his business for the purpose of this insurance, are specified in the attached schedule to this policy, applied to the Company with a written proposal and/or declaration signed and/or submitted by electronic mail by him, forming a basis to this contract and constitutes an inseparable part of it;

Therefore, this policy witnesses that for the payment of the premium stated in the schedule and subject to all terms, conditions, limitations, exclusions and instructions in this policy, the Company shall pay in respect of insured event that has happened and reported to the Company within the period of insurance specified in the schedule, as defined in each chapter covered and specified in the schedule.

**This policy is a Dual Basis Liability Policy, meaning that this policy will indemnify the Insured or will become liable only if the event has happened within the period of insurance specified in the schedule and the claim for compensation has been submitted within the period of insurance. For this instance, a notice advising the Company of an event that happened within the period of insurance does not constitute a claim for compensation that has been submitted within the period of insurance.**

**However, a notice by Third Party notifying the Insured and/or the Company of a possible future financial claim or demand, that has been submitted to the Company within the period of insurance is considered a claim for compensation that has been submitted within the period of insurance.**

Any payment due or made by the Company under this policy shall not exceed the Insured amount stated in the schedule in each chapter, and shall not together exceed the Insured amount stated in the schedule in the

relevant chapter. The legal liability of the Company shall not exceed the limit of liability stated in the schedule.

This policy with all its annexes and endorsements shall read as one whole contract and shall be understood together.

The insurance cover in each chapter of this policy is subject to the terms, conditions and exclusions specified in that chapter and to the general exclusions and general terms and conditions of this policy.

The headlines of the policy chapters and sections are for the sake of convenience only and shall not serve as interpretations of the policy.

## Chapter 2: Public (Third Party) Liability

In consideration of the Insured paying the Premium to the Company, the Company will, subject to the terms of this Policy, indemnify the Insured against:

1. All sums, which the Insured shall become legally liable to pay as damages within the Scope of Cover as, defined in any Section to which this Policy applies and which arises in connection with the Business.
2. Claimants' costs and expenses arising in respect of any claim against the Insured which may be the subject of indemnity under this Policy.
3. All costs and expenses incurred by or with the written consent of the Company in respect of any claim against the Insured which may be the subject of indemnity under this Policy.
4. The payment of legal fees incurred with the written consent of the Company for representation of the Insured in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under this Policy.

### **General definitions:**

1. Bodily Injury shall mean death, injury, illness or disease.
2. Business means, in addition to the description shown in the Schedule, the ownership and maintenance of premises which are also occupied by the Insured in the course of the Business.
3. Company means the Insurer noted in the Certificate of Insurance.
4. Costs means any sum payable in accordance with 2, 3 or 4 of the Preamble section of this Chapter and Indemnity Clause.
5. Employee means:
  - A. any person under a contract of service or apprenticeship with the Insured
  - B. any labor master or labor only sub-contractor or person supplied by any of them
  - C. any self-employed person
  - D. any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
  - E. any person participating in any Government or otherwise authorized work experience training, study exchange or similar scheme while engaged in working for the Insured in connection with the Business

6. Goods shall mean any goods or products (including containers, labeling instructions or advice provided in connection therewith) which are sold, supplied, erected, repaired, altered, treated or installed by the Insured in the course of the Business.

7. Insured means:

A. the first named party in the Schedule

B. any associated or subsidiary company of the first named party and which is named in the Schedule operating in or from premises in the defined territorial scope

C. at the request of the Insured

D. any director or Employee of the Insured while acting on behalf of, or in the course of their employment or engagement, in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim against any such person had been made against the Insured

E. in the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured Provided that, if indemnity is extended to any party in (c)(d) or (e) above, that party shall be subject to the terms of this Policy, so far as they can apply, and in any event, the liability of the Company shall not exceed the Limit of Indemnity.

8. Limit of Indemnity means the limit (inclusive of Costs) applicable to this chapter of this Policy as specified in the Schedule and is the maximum amount payable by the Company.

9. Offshore means from the time of embarkation by an Employee onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that Employee from a conveyance onto land upon return from an offshore rig or offshore platform.

10. Period of Insurance means the period specified in the Schedule and/or such other period(s) agreed by the Company.

11. Policy means and includes:

A. All information provided to the Company as part of a proposal for issue, renewal or amendment of or to the insurance set out in this document

B. all terms, provisions, exceptions conditions and Limits of Indemnity set out in this document

C. The Schedule notices and other documents attaching from time to time

D. All endorsements incorporated in and issued from time to time for incorporation in this document, all of which shall be read together and constitute the contract of insurance

12. Pollution means:

A. pollution or contamination by naturally occurring or man-made substances, forces, organisms, or any combination of them, whether permanent or transitory and

B. all loss or damage or injury directly or indirectly caused by such pollution or contamination

13. Property means property which is both material and tangible

14. Schedule (also known as Certificate of Insurance or Declaration Page) means the Schedule for the time being in force

15. Territorial scope means the territories defined in the schedule.

**Scope of cover under this chapter:**

1. Accidental Bodily Injury to any person
2. Accidental loss of or damage to Property

Happening anywhere within the Geographical Limits of this chapter and reported to the Company during the Period of Insurance.

**Exceptions:**

The Company shall not indemnify the Insured under this chapter against liability

A. For loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than:

- (1) Property belonging to an Employee or visitor
- (2) Any premises including contents (not being premises leased to the Insured) which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises

B. Arising from the ownership, possession or use under the control of the Insured or of any Employee of the Insured of:

(1) Any mechanically-propelled vehicle; However this part of this exception shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and the Insured is not entitled to indemnity under any other insurance or indemnity

(2) Any aircraft or other aerial device, hovercraft or watercraft (other than hand-propelled watercraft or sailing craft not exceeding six meters in length)

(3) Caused by any Goods after they have ceased to be in the custody or control of the Insured other than food or drink for consumption on the Insured's premises

(4) Caused by or arising from:

(a) Advice, design or specification given for a fee

(b) Professional services rendered by or on behalf of the Insured

(c) Products made, manufactured, sold, supplied, repaired, maintained, assembled or imported for commercial purposes or any other application of product liability

(d) Professional liability of the Insured or any of the Insured's employees.

(e) Damage to any property on which the Insured or the Insured's employees worked when event occurred.

C. For loss of or damage that did not occur during the period of insurance specified in the Certificate of Insurance and that is not claimed before the expiry of this policy.

D. Any fines, penalties, punitive or exemplary damages.

E. For amounts below the excess/deductibles stated in the Certificate of Insurance. Further, the Company will not assume responsibility for amounts above the excess/deductible stated in the Certificate of Insurance until the Insured pays said excess/deductibles to the Company.

F. Unless specifically stated in the Certificate of Insurance, the use of Amusement Ride Equipment, including, but not limited to, Inflatable Rides of all types, is not covered under this policy.

**Geographical limits:**

1. The territorial scope of this policy will be that stated in the Certificate of Insurance.
2. Elsewhere in the world other than the United States of America or Canada (unless otherwise noted in the Certificate of Insurance) arising out of business visits by directors or non-manual Employees ordinarily resident in the Territorial scope.

**Extensions:**

Unless expressed otherwise, the Extensions to this chapter are subject to all other terms of this Policy insofar as they can apply

**1. Defective Premises:**

The Company will indemnify the Insured under this extension against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Insured However, this indemnity shall not apply in respect to loss of, or damage to, or any costs or expenses incurred in repairing, replacing or making any refund, in respect of any such premises

**2. Leased Premises:**

The Company will indemnify the Insured under this extension against liability for loss of, or damage to, premises or fixtures or fittings thereof, which are leased or rented to the Insured However this indemnity shall not apply in respect of liability for:

A. Loss or damage if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement

B. The first 1,500.00 of such loss or damage was caused other than by fire or explosion

**3. Contingent Liability (Non-Owned Vehicles):**

The Company will indemnify the Insured under this extension in respect of legal liability for Bodily Injury and loss of, or damage to, Property arising out of the use of any motor vehicle which is neither the property of nor provided by the Insured being used in connection with the Business. However this indemnity shall not apply in respect of:

A. Loss of, or damage to, any such vehicle

B. Bodily Injury or loss of, or damage to, Property while said vehicle is being driven by the Insured

C. Bodily Injury or loss of, or damage to, Property while said vehicle is being driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or such representative does not hold a license to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a license.

D. Liability arising from circumstances in which it is compulsory for the Insured to provide security in respect of such vehicle as a requirement of any road traffic legislation.

E. A vehicle being used outside the Territorial scope

For the purposes of this Extension the Insured shall be the first named party in the schedule.

**Limit of indemnity:**

The liability of the Company in respect of all claims arising out of one original cause shall not exceed the Limit of Indemnity irrespective of the number of claims or claimants.

**Deductible:**

The insured will carry the first amount stated in the schedule of any claim to be paid. The Company will not be responsible or liable for amounts below the excess/deductible stated in the Certificate of Insurance. Further, the Company will not assume responsibility for amounts above the excess/deductible stated in the Certificate of Insurance until the Insured pays said excess/deductible to the Company.

**General:**

The insured will fulfill all legal requirements, and will take any reasonable precautions to prevent occurrences and minimize risks.

## Chapter 3: Professional Indemnity

Whereas the Insured stated in the Certificate of Insurance has submitted to the Insurers specified in the Schedule a signed proposal form and/or declaration form containing particulars and statements which are hereby considered to be the basis of this insurance contract, and incorporated herein, and in consideration of the Insured paying the Premium stated in the Schedule to the Insurers, it is hereby agreed:

1. **OPERATIVE CLAUSE**

The Insurers will indemnify the Insured to the extent and in the manner detailed herein against any claim for which the Insured may become legally liable, first made against the Insured and notified to the Insurers during the Policy Period, arising out of the proper professional conduct of the Insured's Business as stated in the Schedule alleging:

- A. Neglect Error or Omission: Any neglect, error or omission including breach of contract occasioned by the same.
- B. Dishonesty of Employees: Any dishonest, fraudulent, criminal or malicious act(s) or omission(s) of any person employed at any time by the Insured. The Insured will not be indemnified against any claim or loss resulting from the dishonest, fraudulent, criminal or malicious act(s) or omission(s) perpetrated after the Insured could reasonably have discovered or suspected the improper conduct of the employee(s).

No indemnity shall be provided to any person committing any dishonest, fraudulent, criminal or malicious act(s) or omission(s).

- C. Intellectual Property Rights: Any claim arising from unintentional breach or infringement of or unauthorized use of confidential information, trade secrets, patents, copyrights, or the systems or programs of others.
- D. Libel and Slander: Any claim arising from the publication or utterance of a libel or slander.

## 2. LOSS OF DOCUMENTS

The Insurers will indemnify the Insured up to the Limit of Indemnity as specified in the Schedule against:

- A. Legal liability which the Insured may incur by reason of any claim first made against the Insured and notified to the Insurers during the Policy Period in consequence of Documents having been lost, damaged, destroyed, mislaid, distorted or erased;
- B. All costs, charges and expenses incurred by the Insured in replacing or restoring such Documents;
- C. All costs, charges and expenses incurred by the Insurers or by the Insured with the written consent of the Insurers in the defense settlement or investigation of any claim to establish liability as described in (a) above;

Provided that for the purposes of this Section the deductible or excess shall be 1,500.00 and provided that the amount of any costs, charges and expenses incurred by the Insured as described in (b) and (c) above shall be supported by bills and accounts which shall be subject to approval by a competent person to be nominated by the Insurers with the approval of the Insured. Indemnity is conditional upon the Documents having been entrusted to, or deposited with or by, the Insured in the ordinary course of their Business and, where lost or mislaid, have been the subject of diligent search by the Insured.

For the purposes of this Section, Documents shall include:

Agreements, plans, records, deeds, books, letters, certificates, documents or forms of any nature whatsoever, whether written, printed or reproduced by any other method and computer programs or information stored on data-carrying media and shall exclude: any bearer bonds or coupons, stamps, bank or currency notes or other negotiable instruments.

## 3. INFIDELITY OF EMPLOYEES

The Insurers will indemnify the Insured up to the Limit of Indemnity as specified in the Schedule against: Any loss of money or other property belonging to the Insured which is first discovered and notified to the Insurers during the Policy Period and arising from the dishonest, fraudulent, criminal or malicious act(s) or omission(s) of any persons employed at any time by the Insured.

The Insured will not be indemnified against any claim or loss resulting from the dishonest, fraudulent, criminal or malicious act(s) or omission(s) perpetrated after the Insured could reasonably have discovered or suspected the improper conduct of the employee(s).

No indemnity shall be provided to any person committing any dishonest fraudulent, criminal or malicious act(s) or omission(s).

## 4. DEFINITION OF TERM 'INSURED' APPLICABLE TO THIS CHAPTER:

The definition of the term 'Insured' as stated in the Schedule shall include the following persons but only in respect of work undertaken for, and on behalf of, the Insured:

- A. Any person who at any time is, has been, or may become during the Policy Period, a partner or director.
- B. Any person who is or has been employed under a contract of service including self-employed persons.
- C. The estates and/or the legal representatives in the event of the death or incapacity of the Insured or of any of the persons defined in (a) and (b) above.

5. CHOICE OF LAW:

There is a choice of law applicable to this insurance policy and it is indicated in the Schedule as Agreed Jurisdiction.

6. JOINT VENTURES:

Subject to prior notification to and acceptance by the Insurers, the Insurers will indemnify the Insured in respect of any liability for work undertaken by any firm, company or individual with whom the Insured is operating jointly and any joint venture and/or consortium which includes the Insured, but in respect to the Insured's liability only.

7. SPECIALIST CONSULTANTS/SUB-CONTRACTORS:

The Insurers will indemnify the Insured in respect of any liability for claims falling within the Operative Clause of this chapter arising out of the activities of specialist consultants, sub-contractors or any other person(s) or entity acting on the Insured's behalf and for whom the Insured is responsible.

Provided always that the Insurers shall become subrogated to all rights of recourse of the Insured, such rights to be fully maintained by the Insured.

8. EXCLUSIONS:

The Insurers will not provide indemnity against:

- A. Any claim or loss alleging death or bodily injury to any person or physical loss or damage to property (except insofar as indemnified by the Loss of Documents Section) unless such claim or loss arises out of advice, design, specification or formula.
- B. Any claim or circumstances known to the Insured prior to the inception of this Policy and which the Insured at such time knew or should have reasonably assumed might result in a claim against the Insured.
- C. Any claim or loss arising out of any circumstances or matter which has or should have been notified under any Policy or Certificate of Insurance or any other chapter of this policy in force prior to the inception of this Policy.
- D. Any claim or loss in respect to which the Insured is entitled to indemnity under any other Policy or Certificate of Insurance or any other chapter of this policy or under public liability insurance and/or product liability insurance, regardless if acquired or not.
- E. Any claim made against the Insured by any entity in which the Insured exercises a controlling interest or by any entity having a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured, unless such claim originates from an independent third party.
- F. Any fines, penalties, punitive or exemplary damages.
- G. Any fees claimed back by a customer of the Insured due to or allegedly due to total non-performance of the Insured's contractual obligations to that customer, unless such fees form part of a compromise settlement involving a claim for damages.
- H. Any claim or loss arising out of the sale and/or supply of hardware other than advice given in connection therewith.
- I. Any claim directly or indirectly caused in whole or in part by, or arising from, ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,



confiscation, nationalization or requisition or destruction of, or damage to, property by, or under the order of, any government or public or local authority.

- J. Any claim or loss arising out of any circumstances or matter which did not occur during the period of insurance specified in the Certificate of Insurance and that is not claimed before the expiry of this policy.
- K. Unless specifically stated in the Certificate of Insurance, the use of Amusement Ride Equipment, including, but not limited to, Inflatable Rides of all types, is not covered under this policy.

9. CONDITIONS:

- A. In the event that the Insured and the Insurers fail to agree on any settlement of a claim recommended by the Insurers, and the Insured shall elect to contest or continue any legal proceedings in connection therewith, then the Insurers' liability for such claim, in addition to the costs and expenses incurred with the Insurers' consent up to the date of such failure to agree, shall not exceed the amount for which the claim could have been so settled, less the Excess, and subject always to the Limit of Indemnity available under this chapter.
- B. If the Insured shall refer any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- C. If any payment is made under this chapter in respect to a claim and the Insurers are thereupon subrogated to the Insured's rights of recovery in relation thereto, the Insurers shall not exercise any such rights against any employee of the Insured unless the claim has been brought about, or contributed to, by the dishonest, fraudulent, criminal or malicious act(s) or omission(s) of such employee.
- D. The statements in the written declaration and/or proposal form are the basis of this Policy and this Policy shall not be voided for a non-disclosure or misrepresentation of such statements unless the non-disclosure or misrepresentation was made deliberately and knowingly by the Insured so as to induce the Insurers to accept the insurance or to decide upon the terms thereof and the Insurers were so induced.

In any case where the Insured should have notified under any preceding insurance circumstances which could give rise to a claim, and the indemnity or cover available under this Policy is greater or wider in scope than the indemnity to which the Insured would have been entitled under any preceding insurance (whether with other Insurers or not), then the Insurers shall only be liable to indemnify the Insured in respect to that claim to the extent of the indemnity which would have been afforded by such preceding insurance.

Where the Insured's breach of non-compliance with any condition of this Policy has resulted in prejudice to the handling or settlement of any claim, the indemnity afforded by this Policy in respect to such claim shall be reduced to such sum as, in the Insurers' opinion, would have been payable by them in the absence of such prejudice.

- E. In the event of any dispute or disagreement between the Insured and the Insurers regarding the application of this Policy, such dispute or disagreement shall be referred by either party for arbitration to a Queen's Counsel (or, by mutual agreement between the Insured and the Insurers, to a similar authority).
- F. In the event that the Insurers are advised by their Solicitors that they should make payment of the Limit of Indemnity, together with costs and expenses incurred by the Insured with the Insurers' written consent in respect to any claim or circumstance notified hereunder, this shall be in exoneration and total discharge of any further liability of any kind whatsoever in connection with such claim or occurrences for which the Insurers may be liable to the Insured under this Policy.

- G. The Insured shall immediately advise the Insurers of any change of management due to any consolidation or merger with another business, the purchase or sale of assets or shares, or the appointment of a Liquidator, Receiver or Manager.
- H. The Insurers may cancel this chapter by sending 30 days written notice to the Insured at the Insured's last known address.

**10. LIMIT OF INDEMNITY:**

- A. The Insurers' liability herein shall be limited to the Limit of Indemnity specified in the Certificate of Insurance.
- B. The Insurers will additionally indemnify the Insured up to a sum equal to the Limit of Indemnity specified in the Certificate of Insurance, against all costs and expenses incurred with the Insurers' written consent in the investigation, defense or settlement of any claim which falls under the purview of this chapter. If a payment in excess of the specified Limit of Indemnity is required to dispose of a claim, the Insurers' liability for such costs and expenses shall be in such proportion as the Limit of Indemnity available bears on the amount required to dispose of that claim.

**11. EXCESS:**

The amount specified as the Excess in the Certificate of Insurance shall be borne by the Insured at their own risk and the Insurers' liability shall only be in excess of this amount except where stated otherwise and will not apply to costs and expenses incurred with the Insurers' prior consent.

All recoveries and payments received in connection with a loss settlement shall be applied to the Insurers' benefit in priority to the specified Excess, but not in priority to any additional sum beyond the Limit of Indemnity required to be contributed by the Insured to dispose of a claim.

The Company will not be responsible or liable for amounts below the Excess/Deductible stated in the schedule. Further, the Company will not assume responsibility for amounts above the Excess/Deductible stated in the schedule until the Insured pays said Excess/Deductible to the Company.

**12. DEFINITION OF CLAIM:**

The expression 'claim' shall mean any claim or claims made against the Insured during the Policy Period, and the Insurers' liability shall not exceed in the aggregate the Limit of Indemnity stated in the Certificate of Insurance. The Excess shall only apply once in respect to each claim or series of claims arising out of one occurrence, for each claimant a separate excess will apply.

**13. CLAIMS PROCEDURES: The insured's duties:**

It is a condition precedent to the Insurers' liability under this chapter that:

- A. Upon receipt by or on behalf of the Insured of notice, whether written or oral, of any intention to make a claim against the Insured which may be the subject of indemnity hereunder, or of any allegation which might give rise to a claim, or upon the discovery of a circumstance which may become the subject of indemnity hereunder, the Insured shall notify the Insurers in writing of such receipt, allegation or discovery as soon as practicable and shall provide full information in respect thereof, so far as such information is in their possession or control.

If during the Policy Period hereof, the Insured shall become aware of a circumstance which may subsequently be the subject of a claim under this chapter and shall, as soon as practicable during the Policy Period, give written notice to the Insurers of such circumstances, then such subsequent claim hereunder shall be deemed notified but not as have been made during the Policy Period, unless a renewal for this policy is issued or Long Tail Extension has been purchased.

- B. The Insured shall not admit liability for, or settle or make or promise of any payment in respect to any claim which may be the subject of indemnity hereunder, or incur any costs and expenses in connection therewith without the written consent of the Insurers who, if they so wish, shall be entitled to take over and conduct in the name of the Insured the defense and/or settlement of any claim for which purpose the Insured shall give all information and assistance as the Insurers may reasonably require.
- C. The Insured shall have the right to notify the Company in writing of the cancellation of all claim notices at any time, thereby relieving the Company of all responsibility for said claims. It will not be possible after such notification to reinstate the claim at a later date, nor will the company assume responsibility for such a claim if it arises again at a later date.
- D. If, after the period of insurance has terminated, the Insured requests a Clean Loss Record, the Insured will submit a written declaration that there are no claims outstanding, nor will there be any future claims made. In such cases, if a claim (or claims) does arise, the Company will not be held responsible, and the Insured will bear sole responsibility for such claims and/or events.

**14. GEOGRAPHICAL LIMITS:**

- A. The Territorial scope defined in the Certificate of Insurance.
- B. Elsewhere in the world other than the United States of America or Canada (unless otherwise advised on the Certificate of Insurance) arising out of business visits by directors or non-manual Employees ordinarily resident in the Territorial scope.
- C. The applicable country's law will be in force as long as it not in conflict with the terms and conditions of the policy as they apply to the Policy Holder, any Additional Insured's and any other claimants.

## Chapter 4: General Exclusions

- 1. Insurance under this policy does not cover loss or damage caused directly or indirectly by or from:
  - A. Theft during or after the insured event.
  - B. Depreciation, gradual deterioration, wear, climatic conditions, corrosion, rust, pollution.
  - C. Self-combustion, self-fermentation or self-heating or being subject to a drying or heating process.
  - D. Malicious acts of the insured or with the insured's assistance.
  - E. Typhoon, hurricane, tornado, cyclone.
  - F. Land and rock slide and/or sinking and/or falling down.
  - G. Explosion of tanks, boilers, machines or instruments used with pressure, including damage to contents.
  - H. Loss or damage to any machine or electrical equipment, electrical system of the construction or building, including control panels, or to any part of thereof, caused by or resulting from: electrical overload or over-charge, electrical shorts, self-heating including by those caused by lightning. This exclusion refers to the damaged machine or equipment, and not to the damage caused by fire resulting from such events.
  - I. War, invasion, acts of a foreign enemy, hostile acts or such activity as war (if declared or not), civil war, military takeover, revolution, illegal takeover of government, siege.
  - J. Acts of terrorism, including the use and/or threat of force or violence, by any person and/or group, whether acting alone or on behalf of, or in connection with any organization, committed for political, religious, ideological or similar purposes including the intent to influence by fear any government and/or the public, or any section of the public.

- K. When the insured or claimant has the legal right for compensation by law from any public, state and/or statutory fund.
  - L. Nuclear materials, ionizing or radioactive contamination or pollution, nuclear fuel or waste.
  - M. Burning of property by order of a public authority.
  - N. Consequential loss of any type or kind, including reduction in value of insured property.
  - O. Any fines, penalties, punitive or exemplary damages.
2. Insurance under this policy does not cover loss or damage to the following properties:
- A. Precious metals, precious stones, artistic works, unless explicitly stated otherwise in the Certificate of Insurance.
  - B. Securities.
  - C. Cash, checks, bonds, stamps, unless explicitly stated otherwise in the Certificate of Insurance.
  - D. Motor vehicles and their accessories, animals and livestock.
  - E. Explosives.
  - F. Land, earth, water sources.

## Chapter 5: General Terms and Conditions

This policy, the Certificate of Insurance and any and all other documents attached to the policy, will be read as one contract, and every word or phrase specifically defined in any chapter of this policy or the Certificate of Insurance, will have the same meaning anywhere they appear in that chapter.

1. This policy is subject to the law and jurisdiction indicated in the Certificate of Insurance and to applicable laws the Company is subject to.
- A. The policy was issued based on the information given to the company by the insured, and the company assumes the insured has given full, exact, correct and truthful information upon which the company has evaluated the proposed risk for insurance and the insured has taken all damage-prevention measures required by the company for reduction of risks insured under this policy.
  - B. The insured will notify the company in writing, during the period of insurance, of any substantial change, immediately after the insured is aware of such change. If the insured fails to do so – the company can cancel the policy or reduce the scope of its liability or decline liability for a claim.
  - C. A substantial fact is one for which a question asked of the insured, and also:
    - a. Change in the business of the insured.
    - b. Any event that may an influence on the evaluation of the insured risk.
    - c. Change in the safety conditions in the insured location.
    - d. Occupation and business of the insured.
    - e. The insured's sports activity.
    - f. The insured's health condition.
2. Double insurance:
- If the Insured property was insured against any peril with more than one insurer at the same or congruent period of insurance, the Insured will notify the Company in writing immediately after doing so or after the Insured become aware of such occurrence. Double insurance entitles the Company to reduce the liability of the Company under this policy to its proportionate share – being one part of the number

of the additional valid insurances – whether other insurance paid and/or agreed to pay and/or declined the claim.

3. Under insurance:

This policy is not subject to an underinsurance clause.

4. Payment of premium:

- A. Premium(s) and all other amounts due from the Insured in respect of this policy will be paid to the Company in full as stated in the schedule until commencement date of the policy.
- B. If any amount due from the Insured to the Company was not paid upon the commencement of the period of insurance, it will bear an agreed interest charge at the rate of 1% per month for each amount in unpaid balance.
- C. If any amount remains unpaid as stated above, the Company can cancel the policy by giving a written notice to the Insured that the policy will be cancelled within 15 days. Such cancellation will not diminish the Insured's duty to pay any remaining balance due to the Company.
- D. Policy fees stated in the schedule, as an integral part of the premium, are non-refundable in any event of either cancellation or revocation of cover.

5. Cancellation of the Insurance:

- A. The insured may cancel the policy at any time by giving a written notice to the company. In such event, the company will cancel the policy immediately, charging the premium for the period pro-rata (meaning 10% of the annual premium + 10% for each calendar month or part thereof until cancellation date). This calculation will not include the policy fees stated in the Certificate of Insurance, and being an integral part of the premium, which are non-refundable.
- B. The company can cancel the policy at any time, by giving the insured a written notice 15 days in advance. In such event the company will charge for the exact period of insurance calculated pro-rata (per days of cover). If cancelled for non-payment of premium, this calculation will not include the policy fees stated in the Certificate of Insurance, and being an integral part of the premium, which are non-refundable in this event.

6. Claims:

- A. If an insured event occurs, the Insured will notify the Company immediately the Insured is aware of such an event. The Insured will also notify the Company of any investigation or accusation in respect of any possible claim resulting from the Insured event.
- B. Any claim will be submitted in writing to the Company.
- C. The Insured will give the Company all information and documents required by the Company within reasonable time.
- D. The Company is not liable for any claim for loss or damage that the Insured could have prevented or reduced when an insured event occurred or afterwards or that is reported to the Company after the Period of Insurance.
- E. If the Company alleges that by any reason any or partial liability is not covered by this policy, the onus of proving to the contrary shall be upon the Insured.
- F. The Insured shall have the right to notify the Company in writing of the cancellation of all claim notices at any time, thereby relieving the Company of all responsibility for said claims. It will not be possible after such notification to reinstate the claim at a later date, nor will the company assume responsibility for such a claim if it arises again at a later date.
- G. If, after the period of insurance has terminated, the Insured requests a Clean Loss Record, the Insured will submit a written declaration that there are no claims outstanding, nor will there be any future claims made. In such cases, if a claim (or claims) does arise, the Company will not be held responsible, and the Insured will bear sole responsibility for such claims and/or events.



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### 7. Calculating the compensation:

Any amount due to the Insured under this policy for loss or damage covered under this policy will be calculated and paid according to the Company's liability under this policy, and not more than the sum insured stated in the schedule for that Chapter.

### 8. Excess or deductible:

The amount specified as the excess or deductible in the schedule shall be borne by the Insured at their own risk and the Company's liability shall only be in excess of this amount for each and every event and claimant separately.

This term applies to each and every Chapter of this policy, even though it is not explicitly written in all the wordings of all Chapters of this policy.

For amounts below the Excess/Deductible stated in the schedule. Further, the Company will not assume responsibility for amounts above the Excess/Deductible stated in the schedule until the Insured pays said Excess/Deductible to the Company.

### 9. Reinstating the sum insured:

The sum insured will be reduced by the amount of paid claim including the excess from the date of occurrence. At the request of the insured the sum insured will be reinstated, provided the insured pays the company the additional premium due from reinstatement date until the end of the period of insurance.

### 10. The right to offset:

The Company can deduct and offset from any payment due under a payable claim any and all amounts due from the insured to the company under this policy. In the event of total loss, the company will reduce from any amount payable to the insured the remaining unpaid premium for the entire period of insurance, even if such payment was not yet due.

### 11. Reinstatement:

The Company can at its own discretion reinstate or replace the damage or destroyed property or part of it, rather than pay the amount of loss or damage, or can share with other insurers doing so, though the Company will not be obliged to reinstate accurately or fully, unless circumstances reasonably allow.

### 12. Subrogation:

- A. If the Insured, after an insured event, also has the right to claim compensation and/or damages against a third party not under insurance contract, this right passes to the Company after the Company pays the Insured or other claimant up to the amount paid by the Company.
- B. The Company will not exercise such right in a manner that will harm the Insured's right to claim any amount in excess of the amount subrogated by the Company.
- C. If the Insured receives from a third party any amount that the Company may have become eligible for under this section, the Insured will hand over to the Company any and all such amounts. If the Insured settled for, compromised, gave away any right or did any act hurting the right of subrogation to the Company, the Insured will compensate the Company for such amounts and/or rights.
- D. This section will not become effective regarding persons that a reasonable insured would not sue for damages or compensation because of family relationship or employer-employee relationship.

### 13. Advance payments and non-controversial amounts:

If damage occurs to the insured property under this policy resulting from one of the insured perils, the may pay the Insured an advance payment or financial commitment that will enable the Insured to receive service for repairing the damage, on account of the amounts the Insured will become eligible for from the Company subject to the terms and conditions of this policy, and always only if the Company at its own discretion accepts liability for the loss or damage. Such advance payment will be deducted from the final compensation paid to the Insured.

14. Beneficiary other than the Insured:

- A. The Insured stated in this policy cannot affix a beneficiary other than himself in this policy, unless the Company agrees to it in advance and in writing.
- B. If this policy affixes a beneficiary other than the Insured, and the Insured agrees with the Company upon compensation, such agreement will bind the beneficiary as well.

15. Notices:

- A. The Insured will give notices to the Company to the address of the Company or to the address of the management company stated in this policy or the schedule.
- B. The Company will give notices to the Insured to the address stated in the schedule or to other address known to the Company as given to the Company by the Insured.

16. Prohibition of admittance:

No admittance and/or proposal and/or promise and/or commitment and/or compensation will be given and/or made by the Insured and/or on the Insured's behalf without the prior written consent of the Company. This prohibition of admittance is a preliminary condition to the liability of the Company for any claim under this policy. This section does not refer to giving details to the police and nor to testimony in criminal court.

17. Handling claims:

If the Company accepts liability under this policy, the Company at its sole discretion takes over and handles on the Insured's behalf the defense against any claim and/or claim and demand and accepts on the Insured's behalf compensation, damages and/or participation in damage costs. The Company will have full judgment as to the management of the claims and/or legal process and/or settlements of any claim, and the Insured will give the Company all the information and assist in any way required for the matters described in this section.

18. Cooperation:

The Insured and/or the beneficiary will give the Company within reasonable time after being asked to do so, all information and documents required for considering the Company's liability, and if such are not in their possession, they will assist the Company to obtain such.

- A. If this requirement was not fulfilled in time, and its fulfillment could enable the Company to reduce its liability, the Company will be liable up to the state it would have been liable if such duty was fulfilled. This section is not valid in the following events:
  - (1) The insured fulfilled this duty at a later date due to justified reasons.
  - (2) The failure to fulfill such duty did not prevent the Company from considering the Company's liability and was not a burden.
- B. If the Insured did anything intentionally which could prevent the Company from considering its liability or put a burden on the Company or gave false information or concealed information, the Company will not be liable under this policy.

19. Measures for reduction of risk:

The Insured will take all measures to minimize the insured risk under this policy, as the Company will notify the Insured in writing from time to time during the period of insurance, and within the time set in the Company's notices, or detailed in the policy. The Insured must ensure that its personnel are reliable, and take every precaution to prevent accidents and delinquencies, follow every law, and preserve a reasonable level of maintenance.

20. Territorial scope:

The territorial scope of this policy will be that stated in the Certificate of Insurance.

21. Jurisdiction:

- A. All disputes and/or claims under this policy will be set in an appropriate court of law in the United Kingdom and according to English Law, unless explicitly agreed and stated otherwise in the Certificate of Insurance.
- B. The Company will not be obligated by court rulings against the insured by any other courts than described above, unless otherwise agreed by the company in writing.

22. Basis of insurance:

The sum insured or the sums stated in the Certificate of Insurance of this policy are not agreed amounts. The sum insured is the maximum amount of compensation for an insured event – subject to all terms and conditions and limitations of this policy.