



JEWELLERS BLOCK POLICY

THE PROPERTY INSURED AND PERILS INSURED AGAINST:

1. Stock and merchandise used in the conduct of the Insured's business and bank notes, whether the same be the property of the Insured or entrusted to him or them for any purpose whatsoever. AGAINST PHYSICAL LOSS OR DAMAGE ARISING FROM ANY CAUSE WHATSOEVER, (subject to the terms, conditions and limitations of this Policy).

TERRITORIAL LIMITS

Where it is not the subject of any other insurance effected by the Insured the property insured by this item is covered while within, or in transit within or between the territorial limits specified below but subject always to the terms, conditions and limitations of this Policy.

2. TRADE AND OFFICE FURNITURE, Fixtures, Fittings, Machinery, Plant, Safes, Alarms Systems, Tenants' decorations and improvements, and all other Contents the Property of the Insured, excepting only the Property specified in Item 1 hereof, AGAINST PHYSICAL LOSS OR DAMAGE BY FIRE, LIGHTNING, EXPLOSION, AIRCRAFT, or other aerial devices or articles dropped therefrom, BURGLARY, THEFT OR ANY ATTEMPT THEREAT, STORM, TEMPEST, FLOOD, BURSTING OR OVERFLOWING OR LEAKAGE OF WATER PIPES OR APPARATUS, or IMPACT BY ANY ROAD VEHICLE, HORSE OR CATTLE not belonging to or under the control of the Insured or any member of the Insured's household or the Insured's employees (subject to the terms, conditions and limitations of this Policy).

THE PROPERTY insured by this Item is covered only whilst in the Insured's business premises specified overleaf and excludes the first AED 1,000 (or currency equivalent) of each and every loss in respect of Storm, Tempest, Flood, Bursting or Overflowing or Leakage of Water Pipes or Apparatus.

DEFINITION

The words "Water Pipes and Apparatus" as used herein means Water Pipes, Water Mains, Water Tanks or Water Apparatus excluding

- (i) Automatic Sprinkler Installations and Drenchers

and

- (ii) Boilers other than domestic boilers.

3. The premises at which the Insured's business is carried on and/or Landlords' Fixtures and Fittings thereof, the Insured's own or for which the Insured is legally responsible as tenant, against damage (other than by fire) done by Burglars, and/or Thieves or persons attempting to commit Burglary or Theft (subject to the terms, conditions and limitations of this Policy).

SPECIAL CONDITIONS

A. I. PREMISES

It is a condition of this Policy, in respect of loss or damage by Burglary or Theft occurring at the Insured's premises, that the total value of all jewellery, gold and platinum goods, bullion, unset precious stones and pearls and watches left out of locked safe(s) and/or strong room(s) at night and at all other times when the premises are not open for business shall not exceed:- **XXXXXXXXXX**, or equivalent in any other currency in all.

This Condition shall not apply during any period of temporary daytime closing if at the time of loss or damage there was present in the sales portion of the premises the Insured or an employee of the Insured in charge thereof.

II. WINDOW SMASH LIMIT

Insurers' liability under Item 1 of the Schedule in respect of loss of or damage to property contained in the display windows at the Insured's premises by theft or attempted theft accomplished by or resulting from the smashing or cutting of such windows shall not exceed:-

- (i) when the premises are open for business or when the Insured or any of their employees (other than security personnel) are present at, or in attendance at, the premises:- **XXXXXXXXXX**, or equivalent in any other currency, any one loss
- (ii) at all other times:- **XXXXXXXXXX**, or equivalent in any other currency, any one loss

III. HOLDUP OR ROBBERY LIMIT

Insurers' liability under Item 1 of the Schedule in respect of loss of or damage to property by Robbery when the premises are open for business or when the Insured or any of their employees (other than security personnel) are present, at or in attendance at, the premises shall not exceed:- **XXXXXXXXXX**, or equivalent in any other currency

B. OUTSIDE LIMIT

Insurers' liability under Item 1 of the Policy is limited to:- **XXXXXXXXXX**, or equivalent in any other currency, for any one loss elsewhere than at the Insured's premises specified in the Policy or within any bank or safe deposit vault.

Nothing in A. II, A. III or B above shall increase the Sum Insured shown against Item 1 of the Schedule.

WE THE INSURERS hereby agree that, if at any time during the period specified in the Schedule the property insured or any part thereof shall be lost or damaged by any peril insured against as set forth in the said Schedule, to indemnify the Insured in respect of such loss or damage to the extent and in the manner hereinafter provided.

EXCLUSIONS

This Policy does not cover:-

1. Loss or damage by theft or dishonesty or dishonest deception committed by
 - (a) any servant or traveller or messenger in the exclusive employment of the Insured (except when conveying property insured to the Post) or
 - (b) any customer or broker or broker's customer or agent in respect of property entrusted to them by the Insured, his or their servants or agents unless such loss or damage arises when such property is deposited for safe custody by the Insured, his or their servants or agents, with such broker or customer or broker's customer or agent.
2. Damage to property insured which may be sustained whilst the same is being actually worked upon and directly resulting therefrom.
3. Loss or damage (including loss or damage by fire or theft) directly or indirectly resulting from typhoon, hurricane, cyclone, volcanic eruption, earthquake, subterranean fire or other convulsion of nature. (This exclusion applies only to risks on land).
4. Goods missing at stocktaking in respect of which no claim has been previously notified, unless the loss be proved by the Insured to be due to a peril covered by the Policy.
5. Loss of or damage to property insured whilst the same is being worn (except watches worn solely for the purpose of testing) or used by the Insured, any Principal, Director or Partner of the Insured, members of their families, relatives, staff or friends or whilst in their custody for this purpose.
6. Loss of or damage to property insured whilst at any Public Exhibition promoted or financially assisted by any Public Authority or by any Trade Association.
7. Theft or disappearance of or from road vehicles of every description owned by or under the control of the Insured and/or his or their servants or agents or representatives when such vehicles are left unattended.
8. Loss of or damage to goods entrusted to the Insured by private clients and/or customers solely for safe custody.
9. Loss of or damage to property occurring through the operation of a peril against which, at the date of the happening of such loss or damage, the Insured has effected separate insurance irrespective of whether or not such other insurance is liable to or does meet such loss.
10. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. Loss of or damage to Computer Systems' Records.
12. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war,

invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, riots, civil commotions or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

13. (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

CONDITIONS

1. It is understood and agreed that the Insured shall keep detailed records of all sales, purchases and other transactions, and that such records shall be available for inspection by the Insurers or their representatives in case of a claim being made under this Policy.
2. It is further understood and agreed that such protections and/or safeguards as may be referred to in the written proposal and declaration as being in force shall not be withdrawn or varied to the detriment of the interests of the Insurers without their consent and immediate advice shall be given to the Insurers of any notice of withdrawal of police or other security force protection.
3. It is a condition precedent to the liability of the Insurers under this Policy that all keys and duplicate keys capable of operating the alarms (if any) and all keys and duplicate keys of Safes and Strong Rooms are removed from the premises when the said premises are not open for business.
4. It is a condition precedent to the liability of the Insurers under this Policy in respect of any postal sendings containing jewellery, precious stones, precious metals and/or watches exceeding AED 200 (or currency equivalent) any one package that such packages are sent by registered letter post or equivalent airmail service.
5. This Policy may be cancelled at any time at the request of the Insured in writing to the Broker who effected the Insurance, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining the customary short term premium and/or as agreed by Insurers at the time of cancellation.

This Policy may also be cancelled by or on behalf of the Insurers by sixty days notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining pro rata premium.

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

6. The Insured shall in case of loss or damage and as a condition precedent to any right of indemnification in respect thereof give to the Insurers such information and evidence as to the property lost or damaged and the circumstances of the loss or damage as the Insurers may reasonably require and as may be in the Insured's power.

7. If the Insured shall make 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.

SPECIMEN

THIS POLICY IS SUBJECT TO THE FOLLOWING CLAUSES: -

BASIS OF VALUATION

It is agreed that the basis of valuation hereon is: -

- | | |
|---|--|
| 1. Insured's Stock and merchandise: | Cost Price plus up to 15% or replacement value whichever is the greater. |
| 2. Goods given on Approval to the Insured. | Approval Price plus Taxes/VAT as applicable. |
| 3. Sendings: | As above plus shipping costs
Sold goods – selling price plus shipping costs |
| 4. Trade and Furniture, Fixtures, Fittings, etc. as defined in item 2 of the Schedule | Replacement value at date of loss |

DEDUCTIBLE:

AED 1,000 each and every loss, but, AED 2,500 each and every loss in respect of mysterious disappearance and infidelity

Nil in respect of sendings

INVALID PAYMENTS EXCLUSION CLAUSE

This Policy excludes all claims in respect of loss of property hereby insured where loss has been sustained by the Insured consequent upon handing over such insured property to any third party against any payment or promise of payment by any means whatsoever and where such payment or promise of payment shall prove to be false, fraudulent or otherwise invalid or uncollectible for any reason whatsoever.

REINSTATEMENT CLAUSE

Regardless of the size of the loss or losses which may arise during a policy year, it is understood that the total amount of the insurers liability shall not exceed the Sum Insured in any one year. In consequence, in the event of a loss, the Sum Insured shall be automatically reduced by the amount of the loss. Nevertheless, in order that Insured may not be left without cover, it is agreed that the sum insured shall be immediately reinstated, it is being agreed that the Insured shall pay the pro-rata premium due under the policy – the amount of the said pro-rata premium plus any taxes shall be deducted from the amount of the loss settlement.

KIMBERLEY PROCESS EXCLUSION CLAUSE

This insurance excludes any loss, damage, cost or expense of whatsoever nature directly or Indirectly arising from confiscation or seizure as a result of non-compliance with, or any breach of the requirements of the Kimberley Process Certification Scheme.

If the Underwriters 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.

TERRORISM EXCLUSION ENDORSEMENT (NMA2920)

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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters 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.

FINANCIAL DEFAULT EXCLUSION CLAUSE

This insurance excludes losses directly or indirectly arising from financial default or non-payment or when a company can no longer or chooses to no longer meet its debt obligations in respect of property hereby insured.

INSOLVENCY EXCLUSION CLAUSE

Loss arising directly from the Insolvency, Administration, Voluntary Arrangements with Creditors, Bankruptcy or Receivership of:

- i) The Assured
- Any Third Party to whom the Insured Interest has been entrusted

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (CL370)

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 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
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

INSTITUTE CYBER ATTACK CLAUSE (CL380)

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

EARTHQUAKE EXTENSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is noted and agreed that this insurance is extended to include cover for loss or damage directly or indirectly resulting from earthquake in the United Arab Emirates and the AGCC countries.

RIOTS AND CIVIL COMMOTIONS DAMAGE EXTENSION

This Policy is hereby extended to cover RIOT AND CIVIL COMMOTION DAMAGE, as hereinafter defined , to the property specified therein.

For the purpose of this extension "Riot and Civil Commotion Damage" shall mean loss of or damage to the property insured directly caused by:

- (1) Any act committed in the course of a riot or civil commotion by any person taking part, together with others, therein; or

- (2) Any wilful act done by any striker or locked-out worker in furtherance of a strike or in resistance to a lock out, or done in the course of a labour disturbance by any person taking part therein, whether or not such act is committed in the course of riot or civil commotion; or
- (3) any act of any lawfully constituted Authority for the purpose of suppressing or minimising the consequences of any such act as is referred to in (2) above;

but, in the case of loss or damage caused by any such act as is referred to in (2) above, shall not (unless such act is committed in the course of a riot or civil commotion) include any loss or damage by fire howsoever such fire may have been caused or any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or caused by any person taking part therein.

EXCLUSIONS

Notwithstanding anything to the contrary herein contained this extension does NOT cover:-

- (1) Loss or damage resulting from total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation.
- (2) Loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same.
- (3) Loss of earnings, loss by delay, loss of market or consequential or indirect loss or damage of any kind of description whatsoever.
- (4) Loss or damage, if any act or event, out of or in the course of which such loss or damage arises, constitutes or is a part of, or is committed or happens whether directly or indirectly by reason of, or in connection with, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
- (5) Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

CONDITIONS

1. This extension does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this extension not been effected.
2. Any item of this Insurance which is already subject to any condition or conditions of average for fire or other hazards insured by this Insurance shall be subject to the same condition or conditions of average for the purpose of this extension.
3. The Insured shall, at the request and expense of the Underwriters, take all steps that may be necessary to protect the interests of Underwriters.
4. There shall be no cancelling of this extension and no return of premium shall be paid in respect thereof for short period.

ALARM AND PROTECTIONS CLAUSE

It is a condition precedent to the liability of the Underwriters under this Insurance that

- (a) the premises containing the insured property are fitted with a burglar alarm system approved by the Underwriters, and that no withdrawal, alteration or variation of the system, or any structural alteration which might affect the system, shall be made without the consent of the Underwriters,
- (b) the burglar alarm system and all locks and padlocks shall have been put into full and effective operation at all times when the Insured's premises are closed for business, and at all other appropriate times,
- (c) the burglar alarm system shall be maintained in good order throughout the currency of this Insurance under a maintenance contract with the installing Company,
- (d) all other protections provided for the safety of the insured property shall be maintained in good order throughout the currency of this Insurance and that they are in full and effective operation at all appropriate times,
- (e) all keys and duplicate keys relative to the above alarm and protections are removed from the premises, when the premises are closed for business, and at all other appropriate times, and
- (f) immediate advice be given to the Underwriters of any notice of withdrawal of police or any other security force or protection.

BOOKS AND RECORDS CLAUSE

It is a condition precedent to the Insurers liability under this insurance policy that the Insured shall

- A
 - (i) maintain and keep detailed records of all:-

Purchases, sales and other related transactions including purchase and sales invoices; customers goods and goods of others in the jewellery trade; stock away from premises, which shall be listed separately;
 - (ii) maintain and keep all jewellers' memoranda and consignment agreements;
 - (iii) take and record dated physical count inventories at not more than 12 (twelve) month intervals.
- B the records and documents required by (A) above shall be kept and maintained so that the Underwriters and/or their designated representatives can accurately determine therefrom for each item, ownership, acquisition date, the Insured's cost price, the sale price and date of sale, the estimated value of customers goods, the value of goods of others in the jewellery trade and the exact amount of any loss or damage without reference to the personal knowledge of the Insured or other and without reference to accounting calculations based upon information or materials other than a combination of the records required by (A) above.

PERSONAL CONVEYANCE CLAUSE

(TO BE INCLUDED AS APPLICABLE)

This Policy only covers the insured interest in transit when in the “close personal custody and control” of any authorised employee of the Insured at all times. For the purposes of this clause “close personal custody and control” shall mean that the insured interest shall be held by, or attached to, or within sight and an arm’s length/reach of, any authorised employees of the Insured at all times whilst in transit, subject to the contract’s Hotel/Motel Clause. A negligent or voluntary relinquishment of “close personal custody and control”, over the insured interest by any authorised employee of the Insured will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage.

(TO BE INCLUDED AS APPLICABLE)

It is a condition of this insurance that in respect of Personal Carrying in excess of **XXXXXXXXXX** that a minimum of two persons accompany the insured interest at all times.

HOTEL MOTEL CLAUSE

(TO BE INCLUDED AS APPLICABLE)

It is understood and agreed that this insurance excludes loss of or damage to the Insured property if left unattended whilst in the premises of Hotels or Motels unless the Insured items are contained in a locked safe, vault, strongroom or safe deposit box.

PRIVATE DWELLING HOUSE CLAUSE

(TO BE INCLUDED AS APPLICABLE)

Notwithstanding anything contained herein to the contrary no liability shall attach for burglary, housebreaking, theft or larceny of property insured as defined under Item 1 herein whilst in any private dwelling house of the Insured, their principals, employees, representatives, travellers or agents, whenever the same is left without a responsible person therein, unless such property is contained in a locked safe at the time of the loss and subject always to maximum limit of **XXXXXXXXXX**

NATURAL HAZARD EXTENSION

It is hereby noted and agreed that Exclusion 3 is hereby DELETED

EXHIBITION CLAUSE
(TO BE INCLUDED AS APPLICABLE)

Notwithstanding anything contained herein to the contrary and in consideration of an additional premium included in the total premium charged hereon, it is understood and agreed that this insurance is extended to include coverage in respect of the insured interest herein when on exhibition or trade show.

Limit: {Response} any one loss any one exhibition.

It is a condition precedent to all liability of the insurers hereunder that in respect of loss by Theft, that when the exhibition or trade show is open for business, the insured interest shall be maintained and displayed in locked showcases or Cupboards, which are attended by at least two officers or employees or authorised representatives of the Insured. In respect of loss by Theft, all Showcases or Cupboards containing merchandise are to be kept locked and key(s) removed therefrom, other than during the process of items being added or removed by a responsible authorised person. Each time the Showcase and/or Cupboard is opened it shall be immediately closed, relocked and the keys removed.

It is condition precedent to all liability of insurers hereunder that during non exhibition hours the insured interest is to be kept in locked safe and/or vault and/or strongroom and/or guarded security room within the confines of the show at all times OR whilst being transported by an officer or employee of the Insured within the confines of the exhibition or trade show, but only for the purposes of taking the merchandise directly from the safe, vault or guarded security room to / from the Insured's booth and/or stand.

INFIDELITY EXTENSION CLAUSE
(TO BE INCLUDED AS APPLICABLE)

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this insurance is extended to cover all direct losses of the insured interest covered herein, which is sustained through any act or acts of fraud or dishonesty committed by any Employee during the period of this insurance, to an amount not exceeding the sum stated below

Provided always that this extension is subject to the following conditions, which so far as they relate to anything to be done by the Insured, shall be deemed to be conditions precedent to the right of the Insured to recover hereunder.

1. The word "Employee" in this extension shall mean any and all persons, other than Directors, who are engaged in the services of the Insured in the course of their business, anywhere within the territorial limits stated in this Insurance Policy.
2.
 - a) Immediately upon the discovery of any act or acts of fraud or dishonesty by any Employee, or of reasonable cause for suspicion of such act, or of any want of integrity on the part of any Employee, whether giving rise to a claim under this Extension or not, the Insured shall give written notice thereof to the Insurers and thereupon the Insurers shall be relieved of all liability in respect of any subsequent acts of such Employee.
 - b) In the event of any act of fraud or dishonesty giving rise to a claim under this extension as aforesaid, the Insured shall give necessary information and assistance to enable the Insurers to sue for and obtain reimbursement by the defaulting Employee or by his Estate, of any money paid or payable by the Insurers hereon.
 - c) Any moneys which but for the act or acts of fraud or dishonesty committed by the Employee would have been payable by the Insured to the Employee and any moneys of the Employee in

the hands of the Insured shall be deducted from the amount otherwise payable under this Extension.

- d) Unless otherwise endorsed on this Extension there shall be no claim hereunder
 - i) In respect of acts committed prior to the inception date or after the expiry date of this policy;
 - ii) For losses not discovered within 12 months after the expiry of the Policy or death or dismissal or retirement of employee whichever shall be the earlier. For any loss which involves a series of acts committed by any Employee or group of Employees conspiring together, this condition shall be deemed to apply to each individual act of fraud or dishonesty and not solely to the final act prior to discovery;

The maximum limit of liability under this extension is **XXXXXXX** any one loss and **XXXXXXX** in the annual aggregate.

SENDING EXCLUSION CLAUSE
(TO BE INCLUDED AS APPLICABLE)

Notwithstanding anything contained hereon to the contrary this insurance does not cover loss or damage arising from goods transported by postal or messenger services, from the moment when the said goods are received by any employee, representative or agent of the office charged with sending or delivering until the moment of their arrival in the premises of the recipient.

SENDINGS EXTENSION CLAUSE
(TO BE INCLUDED AS APPLICABLE)

Underwriters liability under Item 1 of the schedule in respect of loss or damage to the property whilst in transit is limited as follows:

Method of Transit	Territorial Limits	Limit any one parcel, any one loss
Armoured Car	AS DECLARED	AS DECLARED
Airfreight	AS DECLARED	AS DECLARED
Courier	AS DECLARED	AS DECLARED
Post	AS DECLARED	AS DECLARED
Deductible:	Nil	

WAR, STRIKES, RIOTS AND CIVIL COMMOTIONS COVER IN RESPECT OF SENDINGS

Notwithstanding anything contained herein to the contrary it understood and agreed that coverage for shipments hereunder are extended to include coverage for War, Strikes, Riots and Civil Commotions as per

Institute War Clauses (Air Cargo) CL 258 1/1/82

Institute Strikes Clauses (Air Cargo) CL 260 1/1/82

Termination of Transit Clause (Terrorism) JC01 / 056

The War, Strikes, Riots and Civil Commotions coverage provided under this extension is subject to seven days notice of cancellation, but in respect of shipments to or from USA 48 hours notice

SPECIMEN

INSTITUTE WAR CLAUSES (AIR CARGO) (excluding sendings by Post)

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by Risks Clause
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

EXCLUSIONS

2. In no case shall this insurance cover General
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured Exclusions Clause
- 1.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 1.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 1.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 1.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 1.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 1.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 1.8 any claim based upon loss of or frustration of the voyage or adventure
- 1.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

3. 3.1 This insurance

Transit Clause

3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured

And

3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge

or

on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless,

subject to prompt notice to the Underwriters and to an additional premium, such insurance

3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,

and

3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.

3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on- carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2

3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,

or

3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter such insurance terminates in accordance with 3.1.4.

3.4 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage.

(For the purpose of Clause 3 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

4. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. Change of Transit Clause

5. Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.

CLAIMS

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

7. 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

8. This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

MINIMISING LOSSES

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured Clause

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these

duties.

- 10.** Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

SPECIMEN

AVOIDANCE OF DELAY

- 11.** It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause

LAW AND PRACTICE

- 12.** This insurance is subject to UAE law and practice. UAE Law and Practice Clause

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIMEN

INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by Risks Clause
- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any terrorist or any person acting from a political motive.

EXCLUSIONS

2. In no case shall this insurance cover General
Exclusions
Clause
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 2.9 any claim based upon loss of or frustration of the voyage or adventure
 - 2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- 2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

SPECIMEN

DURATION

3. 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
- 3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
- 3.1.2.1 for storage other than in the ordinary course of transit or
- 3.1.2.2 for allocation or distribution
- or
- 3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
- Transit Clause
- Termination of Contract of Carriage Clause

or

4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* Change of Transit Clause

CLAIMS

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

7. 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

- 7.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

8. This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

MINIMISING LOSSES

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured Clause

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

10. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

AVOIDANCE OF DELAY

11. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Reasonable
Despatch Clause

LAW AND PRACTICE

12. This insurance is subject to UAE law and practice.

UAE Law and
Practice Clause

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

1/1/82 CL260

TERMINATION OF TRANSIT CLAUSE (TERRORISM) JC 01 / 056

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

1. Notwithstanding any provision to the contrary contained in this Certificate or the Clauses referred to therein, it is agreed that in so far as this Certificate covers loss of or damage to the subject - matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject – matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

Either

1.1 As per the transit clauses contained within the Certificate,

or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall occur first.

- 2 If this Certificate or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for the above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
- 3 This clause is subject to UAE law and practice.